



USAID | GUATEMALA

FROM THE AMERICAN PEOPLE

Issuance Date: April 28, 2010
Closing Date: May 28, 2010
Closing Time: 10:00 a.m., Guatemala Time
Question Receipt Date: May 11, 2010

Subject: Request For Applications (RFA) No. RFA-596-10-000001 for the Implementation of the HIV Prevention Program to support development objectives of USAID/Missions under the Central America and Mexico (CAM) Regional Strategy

Dear Applicants:

The United States Agency for International Development (USAID) Guatemala, is seeking applications from organizations to implement an HIV Prevention Program to support development objectives of USAID/Missions under the Central America and Mexico (CAM) Regional Strategy for a 5 year period, subject to the availability of funds as described in the following Request for Applications (RFA). This award is authorized in accordance with the Foreign Assistance Act of 1961, as amended.

The Recipient will be responsible for ensuring achievement of the program objectives. Please refer to the Section I, the Funding Opportunity Description for a complete statement of goals and expected results.

Pursuant to 22 CFR 226.81, it is USAID policy not to award profit under assistance instruments. However, all reasonable, allocable, and allowable expenses, both direct and indirect, which are related to the grant program and are in accordance with applicable cost standards (22 CFR 226, OMB Circular A-122 for non-profit organizations, OMB Circular A-21 for universities, and the Federal Acquisition Regulation (FAR) Part 31 for-profit organizations), may be paid under the agreement when awarded.

Subject to the availability of funds, USAID intends to provide up to \$30,000,000.00 in total USAID funding to be allocated over the 5 years. USAID reserves the right to fund any or none of the application to be submitted.

This RFA is being issued and consists of this cover letter and the following:

1. Section I, Funding Opportunity Description
2. Section II, Award Information
3. Section III, Eligibility Information
4. Section IV, Application and Submission Information
5. Section V, Application Review Information
6. Section VI, Award and Administration Information
7. Section VII, Agency Contacts
8. Section VIII, Other Information



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If you decide to submit an application, it should be received by the closing date and time indicated at the top of this cover letter VIA email attachment to Ms. Indyra Gonzalez at igonzaalez@usaid.gov or via www.grants.gov. Please note that applications submitted after the above mentioned date and time will be considered late. Modifications to your application (if any) thereof shall be submitted also to the email address provided above in order to expedite the process.

Any questions concerning this RFA must be submitted in writing to Ms. Indyra Gonzalez at igonzaalez@usaid.gov.

If it is determined that the answer to any question(s) is of sufficient importance to warrant notification to all prospective recipients, a Questions and Answer document, and/or if needed, an amendment to the RFA, will be issued. Therefore, questions should be submitted no later than May 11, 2010.

Applicants are requested to submit both technical and cost portions of their applications in separate volumes. Award will be made to that responsible applicant whose application offers the greatest value to the U.S. Government.

Issuance of this RFA does not constitute an award commitment on the part of the Government, nor does it commit the Government to pay for costs incurred in the preparation and submission of an application. In addition, final award of any resultant grant(s) cannot be made until funds have been fully appropriated, allocated, and committed through internal USAID procedures. While it is anticipated that these procedures will be successfully completed, potential applicant is hereby notified of these requirements and conditions for award. Application is submitted at the risk of the applicant; should circumstances prevent award of a cooperative agreement, all preparation and submission costs are at the applicant's expense.

Sincerely,

Luis A. Rivera
Agreement Officer
USAID/San Salvador

ACRONYMS

AIDS	Acquired Immunodeficiency Syndrome
AIDSMark	AIDS Social Marketing Program
API	AIDS Program Effort Index
ARP	AIDS Responsibility Project
ARV/ART	Antiretroviral/Antiretroviral treatment
BCC	Behavior Change Communication
BSS	Behavior Surveillance Survey
CDC/GAP	Centers for Disease Control/Global AIDS Program
CENSIDA	Mexico's National AIDS Program
CA	Cooperative Agreement
CIDA	Canadian International Development Agency
COMISCA	Council of Central America Health Ministries
CSW	Commercial Sex Worker
COTR	Contractor Officer Technical Representative
CY	Calendar Year
EURO	European Currency
FC	Female Condoms
FESAL	El Salvador Maternal Child Health Survey
FHI/IMPACT	Family Health International/Implementing AIDS Prevention and Control Activities
FSW	Female Sex Worker
FY	Fiscal Year
GHB	Global Health Bureau
GDA	Global Development Alliance
GFATM	Global Fund to Fight AIDS, Tuberculosis and Malaria
HIV	Human Immunodeficiency Virus
HIVOS	Humanist Institute for Development Cooperation (A Dutch PVO)
ICT	Information and Communication Technology
IEC	Information, Education and Communication
IR	Intermediate Result
KAP	Knowledge-Attitude-Practice Survey
KfW	German Development Bank
LL/LLR	Lower Level / Lower Level Result
MARPS	Most at Risk Populations
M:F	Male / Female
MIS	Management Information Systems
MOU	Memorandum of Understanding
MSF	Médecins Sans Frontieres (Doctors without borders - French Acronym)
MSM	Men who have Sex with Men
MSPAS	Ministerio de Salud Publica y Asistencia Social in Guatemala (Spanish acronym)
MSW	Male Sex Worker

MTCT	Mother to Child transmission
NASA	National AIDS Spending Assessment
NGO	Non-Governmental Organization
OPEC	Organization of Petroleum Exporting Countries
PAHO	Pan-American Health Organization
PASCA	USAID Program to Strengthen the HIV Response in Central America
PASMO	Pan American Social Marketing Organization
PLHA	People living with HIV/AIDS
PMP	Performance Monitoring Plan
PMTCT	Prevention of Mother to Child Transmission
PSI	Population Services International
PVO	Private Voluntary Organization
RAAN	Northern Atlantic Autonomous Region
RAAS	Southern Atlantic Autonomous Regions
RFA	Request for Application
SIDA	Síndrome de Inmunodeficiencia Adquirida (AIDS) (Spanish acronym)
SO	Strategic Objective
SOW	Scope of Work
STI	Sexually Transmitted Infection
TB	Tuberculosis
TBD	To Be Determined
TSW	Transvestite Sex Worker
U.S.	United States
UNAIDS	United Nations Joint Programme on AIDS
UNF	The United Nations Foundation
UNGASS	General Assembly of United Nations for AIDS
UNFPA	United Nations Population Fund
UNICEF	United Nations Children's Fund
URC	University Research Corporation
USAID	United States Agency for International Development
USG	United States Government
VCT	Voluntary Counseling and Testing
VIH	Human Immunodeficiency Virus
WHO	World Health Organization

SECTION I - FUNDING OPPORTUNITY DESCRIPTION

This is the funding opportunity description for a cooperative agreement to be awarded by USAID/Guatemala. The program description and the Request for Application (RFA) of which it forms a part, provides the basis for applicants to propose effective strategies to support development objectives of USAID/Missions under the Central America and Mexico (CAM) Regional Strategy.

I. Title: “Central America & Mexico HIV/AIDS Program: Combination Prevention for MARPs”

II. Background

A. HIV/AIDS Epidemic in Central America and Mexico

Most Central American countries, with the exception of Belize, are characterized by a concentrated epidemic (i.e., HIV prevalence of less than one percent in the general population and greater than five percent among specific subgroups) focused among men who have sex with men (MSM), transgender, male and female sex workers (SW), SW clients and partners, certain ethnic groups (e.g., Garífuna), and mobile populations. In response to the epidemic, host governments, with the support of the Global Fund to Fight AIDS, Tuberculosis and Malaria (GFATM) and other partners in the region, have focused on providing antiretroviral (ARV) treatment, care for people living with HIV (PLHA), Prevention of Mother-to-Child Transmission (PMTCT) and behavior change communication (BCC) for low and high risk groups. While ART coverage in the region ranges from 60 percent (Guatemala and Honduras) to 100 percent (Costa Rica), such wide ranges may be attributable to the variability in the number of eligible individuals accessing available treatment services, low retention rates, and incomplete uptake of subpopulations with the highest HIV prevalence, among others.

According to the United Nations Joint Programme on AIDS (UNAIDS) (2008), HIV prevalence in adults in Central America is highest in Belize (2.1 percent), followed by Panama (1.0 percent), El Salvador (0.8 percent), Guatemala (0.8 percent), Honduras (0.7 percent), Costa Rica (0.4 percent), Mexico (0.3 percent) and Nicaragua (0.2 percent).¹ However, much higher prevalence is found among certain population subgroups. Research conducted in 2002 suggested that infection levels among MSM ranged from 9.3 percent in Nicaragua to 17.8 percent in El Salvador. High HIV prevalence has also been found among female sex workers (FSW), but it is considerably lower than for MSM, ranging from <1 percent in Nicaragua to 4.5 percent in Honduras. Data from a 2006 survey provided information on the epidemic in Honduras and indicated that there has been a decline in HIV prevalence from 9.2 percent among FSW in 2002 to 4.5 percent, and from 13 percent to 9.9 percent among MSM. This decline parallels an increase in consistent condom use among these population groups, which suggests that condom promotion and other prevention efforts

¹ New data from the Nicaraguan Ministry of Health's Surveillance Department have not yet been incorporated into the UNAIDS figures ; however, the new data suggest that the adult HIV prevalence rate is probably higher than the current UNAIDS figure for Nicaragua.

may have had a positive impact. There are few country-level studies to date on injecting drug users (IDU) to assess their potential role in HIV transmission, with the exception of Honduras where the 2006 survey found that 1.5 percent of MSM and 4.0 percent of FSW reported the use of injecting drugs. In 2008 Mexico reported an estimated HIV prevalence of 6 percent in IDU between 15 and 49 years of age. TB surveillance varies greatly in the region; the available data show that the estimated HIV prevalence among TB patients in Guatemala is about 20 percent while in Mexico it is 8 percent.

As of December 2008, more than 115,000 cases of AIDS were reported in the Central America region, and 130,327 cases were reported in Mexico. There is considerable under-reporting of the number of cases and this varies by country (Table 1). Conservative estimates indicate that there are currently more than 380,000 people infected with HIV, the majority of whom is unaware of their sero-status, and therefore unable to take adequate measures to preserve their health status or prevent further transmission.

For more information and additional context regarding HIV/AIDS in Central America, Applicants are encouraged to visit the USAID/PASCA website www.pasca.org, which serves as a clearinghouse for a number of key documents and studies produced in the region on HIV/AIDS.

Table 1
Number of AIDS Cases as Reported by National AIDS Programs

COUNTRY	AIDS CASES	MONTH/YR	EST. NO. INFECTED (YR)	CUM. INCIDENCE	M:F RATIO (2006)
El Salvador	414	Dec/ 08	35,000	7,747	0.9:0.5
Guatemala	960	Dec /08	59,000	10,306	ND/ 1.5
Honduras	580	Dec 08	28,000	18,208	0.7:0.4
Nicaragua	62	Dec/ 08	7,700	1,433	0.3:0.1
Panama	746	Dec /08	20,000	8,314	1.1: 0.6
Costa Rica	186	Dec /08	9,700	3,284	0.4: 0.2
Belize	43	Dec/ 08	3,600	796	0.5:1.5
Mexico	5385	Dec/ 08	200,000 (2007)	110,114	4.7:1
Total	8376		363,000		

Source: WHO/UNAIDS/UNICEF. Epidemiological Fact Sheet on HIV and AIDS Core data on epidemiology and response [on line]. Mexico: 2008 Update.

Table 2
HIV/AIDS Prevalence data from sentinel surveillance studies

COUNTRY	PREGNANT WOMEN		FSW		MSM		PATIENTS WITH STI		PATIENTS WITH TB		IDU	
	%	AÑO	%	AÑO	%	AÑO	%	AÑO	%	AÑO	%	AÑO
Belize	1.4	2000	ND	--	ND	--	ND	--	ND	--		
Costa Rica	0.3/0.1	1997*	0.1	2004	11	2009 (b)	0.8	2000	2.2	1990		
El Salvador	0.3	1997	5.7	2009 (c)	10.8	2009 (c)	5.3/6	1996*	3	1993		
Guatemala	0.9	1998	3.3/6.1	2002*	11.5	2002	0.7	1991	11.8	2002		
Honduras	2.9/3.6	1999*	5.4	2008 (a)	5.7	2008 (a)	11.2	1991	6.2	1992		
Mexico	0.2	2004(g)	1	2006(d)	10	2006(d)	17.8	2004	8	2008(e)	6%	2008(f)
Nicaragua	0.2	2004	2.7	2003	9.3	2002	ND	--	0	1993		
Panamá	0.5	1997	2	2002	10.6	2002	ND	--	ND	--		

Source: WHO/UNAIDS/UNICEF. Epidemiological Fact Sheet on HIV and AIDS Core data on epidemiology and response [on line]. Geneva, Switzerland. UNAIDS2008. (a) MOH/ Honduras. ECVC Honduras, 2008 data from Tegucigalpa. (b) MOH/Costa Rica. Estudio de seroprevalencia del virus de inmunodeficiencia humana, sífilis y comportamiento en hombres que tienen sexo con hombres en la Gran Área Metropolitana de Costa Rica. Informe oficial preliminar. August 2009. Costa Rica. (c) MOH ECVC El Salvador. 2009. (d) Gayet, Magis, Sacknoff, Guli. Prácticas sexuales de las poblaciones vulnerables a la epidemia de VIH/SIDA en México. 2006 (e) Epidemiological Surveillance System for TB in Mexico. March 2009. (f) Strathdee SA, Magis-Rodriguez C. Mexico's Evolving HIV Epidemic. JAMA. 2008;300(5):571-573. (g) Secretaría de Salud, Dirección General de Epidemiología. Encuestas centinela en los diferentes grupos de población. 2004

Table 3
Estimated number of PLHA
(2001 - 2007)

COUNTRY	Adults and Children		Adult (>15 yrs old)	
	2001	2007	2001	2007
Belize	2,900	3,600	2,800	3,400
Costa Rica	5,200	9,700	5,100	9,600
El Salvador	28,000	35,000	28,000	34,000
Guatemala	52,000	59,000	48,000	53,000
Honduras	31,000	28,000	30,000	26,000
Mexico(a)	180,000	200,000	170,000	200,000
Nicaragua	4,400	7,700	4,300	7,500
Panamá	17,000	20,000	16,000	19,000
Total	320,500	363,000	304,200	352,500

Source: WHO/UNAIDS/UNICEF. Epidemiological Fact Sheet on HIV and AIDS Core data on epidemiology and response [on line]. Geneva, Switzerland. UNAIDS, 2008. Available on: <http://www.unaids.org/es/KnowledgeCentre/HIVData/Epidemiology/epifactsheets.asp>

(a) Source: WHO/UNAIDS/UNICEF. Epidemiological Fact Sheet on HIV and AIDS Core data on epidemiology and response [on line]. Mexico: 2008 Update.

(b) Secretaría de Salud, Dirección General de Epidemiología. Registro Nacional de Casos de SIDA. Junio 30, 2007. CENSIDA

B. Policy and political environment

With USAID support and technical assistance, national initiatives such as the launching of anti-stigma campaigns, implementation of anti-stigma policies, the formation of HIV/AIDS business councils to promote workplace policies on HIV/AIDS, or the creation of associations of medical providers to combat HIV have begun to foment an environment of increased tolerance and improved quality and access to HIV services. Political commitment at the highest levels has been critical for implementing HIV/AIDS programs, and host governments in Central America and Mexico have signed on to some very significant policy frameworks and established many of the structures needed to promote a positive HIV/AIDS policy environment.² Although the effort has been impressive, implementation of these policies has fallen far short of expectations, creating major barriers to developing effective regional and national HIV/AIDS responses.

While there is an established legal and regulatory framework in the region, the primary gap in regards to improving the policy environment is ensuring implementation and compliance in key policy areas whether they deal with stigma and discrimination issues, changing rules to allow use of rapid tests and female condoms, or universal access to prevention, care and treatment, or the implementation of the “Three Ones”³

The USG has established important partnerships with the Ministries of Health in each country, regional organizations such as Central American Council of Ministries of Health (COMISCA), UNAIDS, Pan American Health Organization/World Health Organization (PAHO/WHO), the GFATM and local and international NGOs. Despite increased leadership and political support from high level Central American officials, the governmental response to HIV/AIDS stems primarily from the health sector.

Two useful tools have been developed to support the national responses in Central America: HIV/AIDS laws and regulations; and the National HIV/AIDS Strategic Plans. The region has at its disposal HIV/AIDS-related legal instruments. Each legislature in the region now has an approved law declaring HIV/AIDS a state problem, making delivery of antiretroviral medications (ARVs) to PLHA obligatory, highlighting the importance of prevention, and serving as a reminder to respect the human rights of individuals, especially in terms of health, education, work, and housing. All the documents are available at: www.pasca.org

USAID and its partners developed a systematized process to gauge progress in implementing policies and programs that enable an effective response to the HIV/AIDS epidemic. In 2006, as in 2003, USAID/PASCA conducted the AIDS Programs Effort

2 These include the Declaration of San Salvador; Mexico Declaration; Universal Access Initiative; Summit of Nuevo Leon; and adhere to UNGASS and the 3 “Ones” principles as well as Resolutions from COMISCA

3 The “Three Ones Principles” refer to principles endorsed by UNAIDS and other key donors including the United States to respond to AIDS, the principles are: One National Strategic Plan, One National Coordinating Authority and One Agreed upon Country Level Monitoring and Evaluation System.

Index (API). The index measures a country's efforts in responding to the HIV/AIDS epidemic based on input from interviews with national experts. In 2003, the API showed that there was a significant response in Central America in terms of care, a favorable legal environment, as well as a level of political support that exceeded that of the rest of Latin America. In 2006, human rights issues were among the programmatic components that showed important improvements since 2003.

C. Financing HIV/AIDS Programs in the Region

The monitoring of national expenditures related to HIV/AIDS is critical for evaluating national commitments to the HIV/AIDS epidemic. The World Bank Initiative for AIDS in Latin America, SIDALAC, started the exercise, reporting National HIV/AIDS Expenditures from 1999 to 2001. For calendar years 2004 -2006, USAID/PASCA worked jointly with UNAIDS' Monitoring and Evaluation Unit to conduct National AIDS Spending Assessments. Results for Panama and El Salvador are available, and exemplify the contrast of two countries with important political commitment—one with and the other without the assistance of a GFATM grant. In FY07, USAID and its partners encouraged and supported countries to implement a National AIDS Spending Assessment (NASA) application for 2006 expenditures. The 2006 reports may be found at www.pasca.org/megas.htm.

Four countries (Costa Rica, El Salvador, Guatemala and Panamá) have carried out studies on measuring expenditures for HIV/AIDS (MEGAS), and Mexico has results for 2005, 2006 and 2007. The data available as of September 2009 are presented below. Between 2005 and 2007 the Central American region invested US\$ 201.4 million in HIV/AIDS (Table 4), of which about 60% came from the public sector (Table 6).

Table 4
Total Funding for HIV/AIDS
(US\$ Millions)

COUNTRY	2005	2006	2007
Costa Rica	11.78	11.27	ND
El Salvador	33.94	33.13	43.77
Guatemala	19.14	18.96	ND
Mexico	271.9(a)	315.3(b)	357.9(b)
Panamá	15.26	14.16	ND
Total reported	352.02	392.82	401.67

Table 5
Total Public Sector investment in HIV/AIDS

COUNTRY	2005		2006		2007	
	US\$	%	US\$	%	US\$	%
Costa Rica	9	76.4	10.10	89.6	ND	--
El Salvador	20.85	61.43	27.17	82	32.83	75
Guatemala	12.71	66.4	12.32	65	ND	--
Mexico	172.2(a)	63.3	199.7(b)	63.3	235.2(b)	65.7
Panamá	12.42	81	13.78	97.3	ND	--
Total	277.18		263.07		268.03	

With the exception of Panama, investing a little over 3% in prevention (Table 6), overall, the region invested between 20% and 37% in prevention as a percent of total investment in HIV/AIDS programs. (See Table 6 below for data and year.)

Table 6
Proportion of expenditures in HIV/AIDS for Prevention and Integrated care (including treatment)
(%)

COUNTRY	PREVENTION	TXT AND CARE	YEAR
Costa Rica	30.30%	68.10%	2006
El Salvador	37.11%	52.27%	2007
Guatemala	20.22%	62.63%	2005
México	24.9%	68.9%	2005(a)
México	23.2%	71.2%	2006(b)
México	21.7%	73.3%	2007(b)
Panamá	3.09%	94.78%	2006

(a) CENSIDA, MEGAS 2003-2005, Secretaría de Salud, México, 2006.

(b) CENSIDA, MEGAS 2006-2007, Secretaría de Salud, México, 2008.

It is important to note that information on financing of activities targeting MARPs (Table 7) is limited. Available data shows that investment has been minimal, ranging from 2% to 6% while investment in prevention for the general population ranged from 16% to 34%. Funding for MSM prevention has been less than 2%.

Table 7
Proportion of HIV/AIDS expenditures focusing on MARPs and the general population (type of intervention not specified):

(%)

COUNTRY	MARPs			General Population	Year
	MSM	FSW	TOTAL **		
Costa Rica	0.72	NA	2.44	32.90	2006
El Salvador	NA	NA	8	30	2007
Guatemala	1.82	4.48	6.39	16.08	2005
Mexico(a)	7.5	0.90	8.40	44.2	2007
Panamá	NA	NA	1	34	2006

(a) CENSIDA, MEGAS 2006-2007, Secretaría de Salud, México, 2008.

Global Funds approved and in the planning stages for the region total an estimated US\$ 273 million over the next five years for projects beginning in 2003 and being implemented through to 2014 (Table 8). As of September 2009, \$188.6 million had been approved for disbursement.

Table 8
Global Funding (GFATM) for the region
Million USD.

Country	Round	Funds approved as of SEP-09	Maximum funding approved for 5 years
Belize	3	\$ 2.4	\$ 2.4
Costa Rica	2	\$ 3.58	\$ 3.58
El Salvador	2	\$ 34.61	\$ 44.89
	7	\$ 10.57	\$ 24.86
Guatemala	3	\$ 40.92	\$ 40.92
Honduras	1	\$ 52.43	\$ 74.50
Mexico	9		\$ 76.5**
Nicaragua	2	\$ 10.10	\$ 10.10
	8	\$ 28.25	\$ 62.25
Panamá	--	--	--
Mesoamerican	4	\$ 4.0	\$ 4.0
REDCA+	7	\$ 1.72	\$ 5.55
Total		\$ 188.58	\$ 273.05

Source: The Global Fund to fight AIDS, Tuberculosis and Malaria. <http://www.theglobalfund.org>

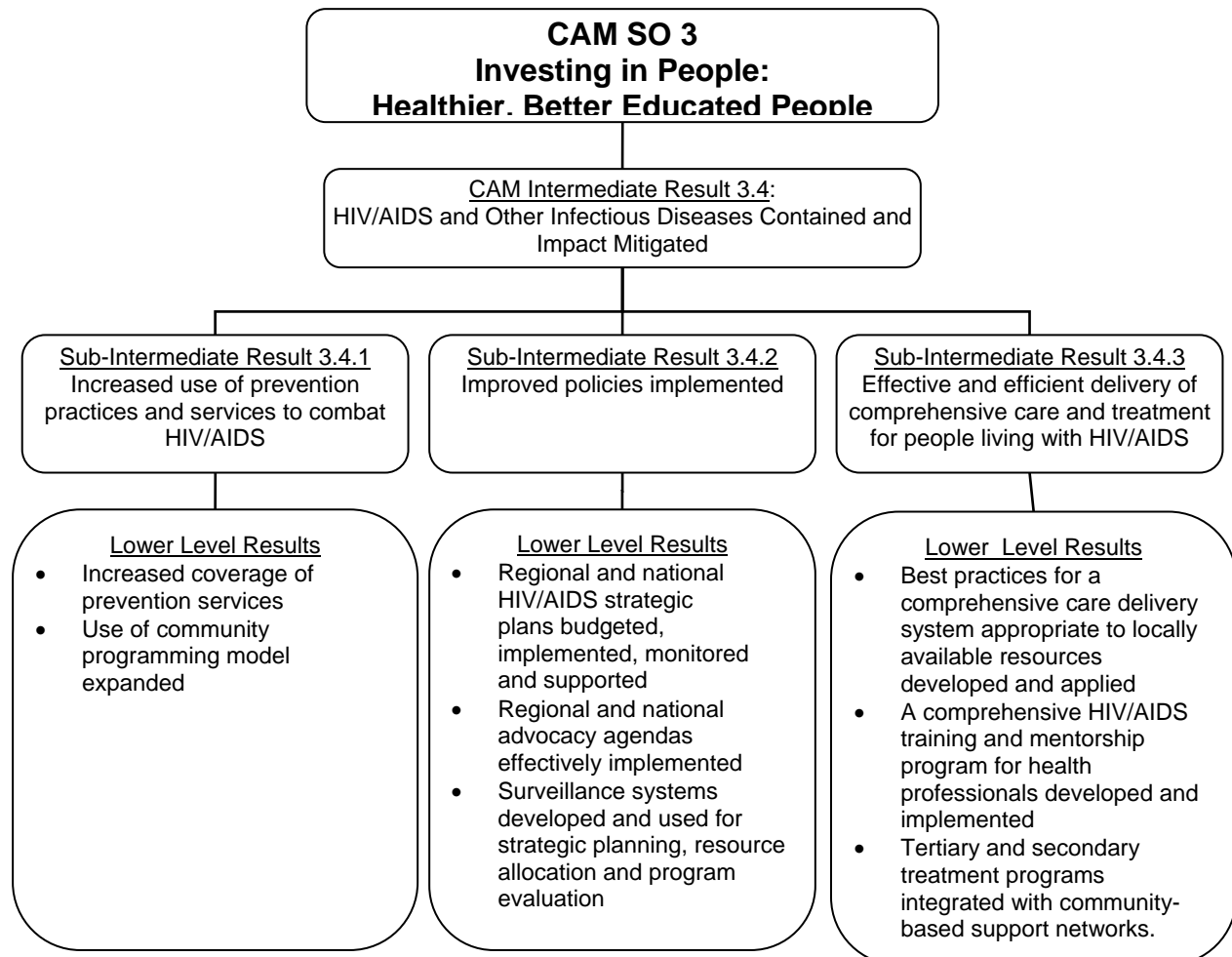
****Mexico: Funds requested in Round 9 proposal=\$76,492,174**

III. Program Description

A. Strategic Framework of the Overall USAID Regional HIV/AIDS Program

HIV/AIDS is one of four Intermediate Results under Investing in People Objective: Healthier, Better Educated People, managed by USAID/Guatemala. The HIV/AIDS program is designed for regional activities, across the seven countries in Central America (both USAID presence and non-presence countries) and Mexico. In the past, Honduras and Mexico have tapped into regional programs using bilateral funds and have a longer history and larger scope of prevention efforts targeting MARPs than other countries in the region.

Activities included under this Program Description will support the Strategic Objective 3 (SO3) Investing in People: Healthier, Better Educated People, CAM Intermediate Result 3.4: HIV/AIDS and Other Infectious Diseases Contained and Impact Mitigated, and specifically, Sub-Intermediate Result 3.4.1 “Increased use of prevention practices and services to combat HIV/AIDS” and to a lesser extent, Sub-Intermediate Result 3.4.2 “Improved Policies Implemented” (see below Results Framework).



B. USAID support to HIV/AIDS Programs in the Central America and Mexico (CAM) Region

In the area of HIV prevention, USAID activities have focused on social marketing of condoms, reducing stigma and discrimination, expanding voluntary testing and counseling (VCT), increasing awareness of Sexually Transmitted Infection (STI) diagnosis and treatment, mass media targeting social norms, and community based information, education and communication (IE&C) for those most vulnerable to infection. Prevention activities targeting people living with HIV/AIDS (PLHA) and their partners remain a major programming gap.

This program will be USAID's main regional activity implementing HIV/AIDS prevention and policy activities in Central America and Mexico. As such, it will closely coordinate and collaborate with other USAID Missions and USG agencies working in the region as well as with other donor agencies and programs. In addition, this program will form an integral part of the proposed Partnership Framework (PF) for Central America (see Annex A for more information on the PF) which was signed in March of 2010. The Central America Regional HIV/AIDS Program will coordinate all USAID regional activities in HIV/AIDS in tandem with the Partnership Framework Implementation Plan (PFIP). When the PFIP is completed and approved, a copy of the relevant sections will be shared with the Recipient of this Cooperative Agreement in order to provide a broader perspective of the new USG strategy and priorities.

Monitoring and reporting requirements of this CA must conform to and feed into the PFIP's strategic information framework.

C. Next Phase of the Regional HIV/AIDS Program: Combination Prevention for MARPs

"Combination prevention- a combination of behavioral, structural, and biomedical approaches based on scientifically derived evidence with the wisdom and ownership of communities- offers the best hope for successful prevention" (Merson et al, Lancet 2008).

Due to the highly concentrated nature of the HIV epidemic in Central America and Mexico, the most effective use of regional prevention resources will be to continue focusing on reducing high risk sexual behaviors among Most at Risk Populations (MARPs). MARPs include Commercial Sex Workers (Including ambulatory and brothel based), their clients and partners, Men who have Sex with Men (MSM), People Living with HIV/AIDS (PLHA,) and their partners, and certain ethnic groups (Garifuna and Kuna). Within these MARP categories are individuals who are harder-to-reach and/or have special needs, including: bi-sexual MSM, MSM who do not identify themselves as

homosexual or gay, transgender, transvestite, MSM adolescents, and partners of PLHA who do not know their status or their partner's status, and highly mobile populations.

The cost effectiveness of targeting MARPs in concentrated epidemics is well documented. The World Bank publication, "HIV/AIDS in Central America: an Overview of the Epidemic and Priorities for Prevention", shows the results of an analysis of various resource allocations using the "Allocation by Cost-effectiveness Model".⁴ The Central America analysis concluded that an investment of US\$ 1 million in MARPs interventions would yield a prevention rate between 11%- 19% among expected primary and secondary infections at a cost of \$84 -\$196 per infection prevented. This is in contrast to resource allocations for prevention measures such as blood safety or Prevention of Mother to Child Transmission (PMTCT) which would only "prevent a few hundred infections at a cost of several thousand US dollars per infection prevented⁵."

In addition to being cost-effective, the Central America and Mexico prevention strategy also aims to ensure a comprehensive approach including secondary vulnerable groups, defined as those who interact with high-prevalence populations and/or have increased vulnerability to infection due to their social/economic status. These groups may include: potential clients of sex workers, partners of sex workers, mobile populations, transport workers, prisoners, seafarers and injecting drug users in Mexico.

In order to reach these groups effectively for maximum impact, prevention resources must focus on locations where MARPs congregate socially, where they meet as groups to advocate for favorable policies and access to services, and where they frequent health service providers/facilities.

Networks of MARPs, self-help groups, and NGOs in the region are still very weak and in need of institutional strengthening in a number of areas. An effective network of MSM groups, for example, does not exist in any of the countries in the region. Regional program experience shows that sex workers do tend to frequent public sector health facilities, but that MSM are more likely to access health services through private providers and/or NGOs. People living with HIV/AIDS (PLHA) often receive their ARVs, if they are on treatment, through the public sector, but also use private providers for more comprehensive care and follow-up. Regardless of whether PLHA are under ARV treatment or not, they need to be included into preventive programs.

Within MARP categories, three groups have often been neglected in prevention programming (design, implementation, and monitoring): **PLHA**, and especially **adolescent PLHA**; **MSM** who also maintain heterosexual relations and prefer to remain anonymous; and **adolescent MSM**. The new program will intensify efforts to design and implement prevention activities that directly involve these groups either directly or through more accessible MARPs, and motivate them to access prevention services.

4 "HIV/AIDS in Central America: An Overview of the Epidemic and Priorities for Prevention" World Bank. 6

5 "HIV/AIDS in Central America: An Overview of the Epidemic and Priorities for Prevention" World Bank. 6

In addition to identifying and reaching MARPs through the groups and services they use, an effective HIV prevention strategy must also take into account the concept of self-preservation in the context of the individual's health and wellbeing. Two key challenges in promoting healthy behaviors to combat HIV/AIDS concern the amount of risk to which an individual is willing to expose his/herself and the level of vulnerability to which s/he is subject through interaction with high risk sexual partners or through social/economic factors.

To more fully understand the role that these two challenges demand and the nature in which they contribute to the epidemic, it is important to understand their definition. UNAIDS has defined risk as, "the probability that a person may acquire HIV infection. Certain behaviors create, enhance, and perpetuate risk. Examples include unprotected sex with a partner whose HIV status is unknown; multiple unprotected sexual partnerships, sharing syringes and needles among injecting drug users, etc..."⁶

Vulnerability, on the other hand, "results from a range of factors that reduce the ability of individuals and communities to avoid HIV infection. These may include: (i) personal factors such as the lack of knowledge and skills required to protect oneself and others; (ii) factors pertaining to the quality and coverage of services, such as inaccessibility of services due to distance, cost, and other factors (iii) societal factors such as social and cultural norms, practices, beliefs and laws that stigmatize and/or reduce the empowerment of certain populations, rendering them unable to refuse participation in high risk sexual relations."⁷

D. Objectives of this Agreement

This agreement will have a "core" regional component supported by regional funds for activities in El Salvador, Guatemala, Honduras, Nicaragua, Panama and Belize and Costa Rica. In addition, the program will have "country" components to accommodate country-specific activities for Mexico which will be supported by bilateral funding. The specific program-compatible activities in Mexico will have separate budgets and work plans with a sub-delegation of Agreement Officer Technical Representative (AOTR) authority to USAID/Mexico.

Other USAID Missions, including those not participating in the original agreement with bilateral funds, may wish to participate at a later date. This will be accomplished through a process of amendment for incremental funding to the cooperative agreement so long as the additional activities and funding are consistent with the general program description and specific objectives of the regional program. Work plan and proposed

6 UNAIDS:
http://data.unaids.org/pub/Manual/2007/20070306_Prevention_Guidelines_Towards_Universal_Access_en.pdf 4

7 UNAIDS:
http://data.unaids.org/pub/Manual/2007/20070306_Prevention_Guidelines_Towards_Universal_Access_en.pdf 4

costs will be evaluated before the incremental funding modification is processed under the resulting agreement.

The overall objective of the new cooperative agreement (CA) will be to support the USAID Regional Prevention Strategy that focuses on providing cost effective, sustainable interventions designed to achieve “***Increased Access to HIV Prevention Interventions by Most-At-Risk Populations in Central America and Mexico***”.

The CA will carry out activities to achieve the following three results:

- 1) Reduced prevalence of high risk sexual behaviors among MARPs and PLHA.
- 2) Increased effective interventions implemented to decrease hostility in social environments that foment and tolerate homophobia and stigma and discrimination attitudes related to sexual orientation, occupation or serostatus.
- 3) Increased access by MARPs to a package of essential health services and products, that includes but is not limited to VCT and STI diagnosis and treatment, condom availability. With a particular emphasis in the involvement of private health providers.

The Recipient of this CA will describe how they will implement a minimum package of prevention activities⁸ designed to effectively reach MARPS, especially those groups identified above as critical to reach in stemming transmission among the highest prevalence groups. The concept of *prevention with positives*⁹ should be an integral part of new prevention activities as well as ensuring that PLHA are linked to treatment, care, and support services.

- The four components for prevention interventions under this CA will draw on resources to be allocated in the following areas: 1) evidenced based models for behavior change; 2) structural approaches to reduce stigma, discrimination, and homophobia that create barriers to access of services and violate human rights of PLHA and other MARPs; 3) essential health services (voluntary testing and counseling, referrals for STI diagnosis and treatment, opportunistic infections) accessible and affordable to MARPS, condom and water-based lubricant distribution; and 4) Strategic Information, generating data and information to monitor the progress of the program and to re orient the activities implemented.
- ***Component 1: Behavior Change Communication (BCC)*** designed to reduce high risk behaviors and vulnerability to HIV/AIDS transmission including a range of interventions addressing gender norms- male, female, and transgender- as

⁸ Minimum Package of Prevention activities is the term used to include biomedical interventions, behavioral change programs, structural approaches and access to services.

⁹ Prevention with Positives in this context refers to enabling PLHA to play an integral role in the design and implementation of prevention activities, as well as increasing emphasis of prevention activities on safe sex and healthy behaviors to reduce transmission.

well as understanding the determinants of behavior and developing appropriate communications responses.

Result 1: Reduced prevalence of high risk behaviors among MARPs and PLHA.

1.1 *Illustrative Indicators:* {see the “Next Generation Indicators Reference Guide, PEPFAR, August 2009}

- Number of MARP reached with individual and/or small group level HIV preventive interventions that are based on evidence and/or meet the minimum standards required.
- Percentage of men reporting the use of a condom the last time they had anal sex with a male partner.
- Percentage of female and male sex workers reporting the use of a condom with their most recent client.
- Percentage of most-at-risk populations that both correctly identify ways of preventing the sexual transmission of HIV, and who reject major misconceptions about HIV transmission.

Specific objectives of Mission programming in BCC include one or more of the following, depending on the program or setting:

- ✓ Create more favorable attitudes towards behaviors conducive to health and well-being;
- ✓ Increase perception of risk and confidence to take action;
- ✓ Influence social and subjective norms;
- ✓ Increase intentions to act.

1.2 *Illustrative Activities*

- Documenting the determinants of high risk behavior and vulnerability to HIV/AIDS in specific high prevalence populations building on the base of data and knowledge already attained in previous and future programs.
- Designing BCC interventions based on the research and data on high risk behaviors among specific MARP sub-categories.
- Assessing the needs of PLHA and determining how they can be empowered to play an advocacy role in positive prevention among specific MARPs.

Using research findings and regular feedback from BCC agents and Community Based Organizations and NGO partners working closely with target populations, the recipient will continually seek to understand individual and social factors affecting MARPs. All program strategies, activities and messages will be based on systematic input from target populations to ensure that they are appropriate, appealing and with proven efficacy as a BCC model targeting MARP high risk behaviors.

Recognizing that single, one-off BCC contacts are not sufficient to motivate sustained behavior change, the program is designed to reach target populations repeatedly using multiple, overlapping communication channels. Scaled-up interpersonal outreach, heavily illustrated or otherwise low-text print materials, engaging community-level events, and mass media campaigns will be used in an integrated way to deliver focused messages around a single theme (e.g., the benefits of learning your HIV status).

Interpersonal BCC agents will use an empathy-based, rather than a lecture-based approach to build skills, confidence and intent to reduce risky sexual behaviors. Role plays and other structured, participatory exercises will enable target groups to observe, imitate, practice and receive positive reinforcement for new, safer behaviors.

Component 2: Structural Approaches to enable cultural changes in social norms, reduction of myths and stigma and discrimination related to sexual orientation, occupation and serostatus; addressing social, cultural, organizational, community, and economic factors that increase the vulnerability of MARPs. The applicant will describe how they are going to influence to these factors into the program and how they are going to coordinate efforts with other USAID initiatives targeted to address the political environment and help create positive policy changes. The structural approaches to HIV prevention seek to change social, economic, political, or environmental factors determining HIV risk and vulnerability.¹⁰ In particular, societal norms that lead to **homophobia and homophobic behaviors** will be given greater attention and emphasis under the new program. A recent meeting on MARP programming (December 2009) in Antigua Guatemala, highlighted the need for understanding the role of homophobia in prevention, care and treatment and how it affects access to services.

The new program will take a step-wise approach to analyze the constraints to prevention of HIV among MARPs, in light of social norms that promote homophobia, and propose strategic approaches to reaching decision makers who have a critical impact on creating an enabling environment for prevention.

Result 2: Increased effective interventions implemented to decrease hostility in social environments that foment and tolerate homophobia and stigma and discrimination attitudes related to sexual orientation, occupation or status.

¹⁰ The Lancet, "HIV Prevention" August 2008, p.52

2.1 *Illustrative Indicators:*

- Percentage of general population with positive attitudes towards MARPs
- Percentage of health care providers with stigmatization attitudes towards MARPs
- Number of NGOS working to reduce social norms, stigma and discrimination related to MARPs and HIV-AIDS.

2.2 *Illustrative Activities:*

- Understanding how homophobia affects access to HIV prevention by MARPs.
- Educational activities targeted to decision makers, congressmen, public and private health providers, public forces and others, addressing gender norms and their links with HIV/AIDS.
- Promoting private health providers support for MARP appropriate services.
- Identifying and addressing the social norms, cultural, social and economical context that increase vulnerability in MARPS.
- Strengthening PLHA self-help groups, Community Based-Organizations (CBOs) and NGOs in community mobilization, and linkages to health services.

A recent assessment of BCC approaches across USAID/Guatemala's health portfolio (Coe, 2009) found that: "A key challenge in HIV/AIDS prevention is to harness a wide range of social capital to achieve a "tipping point" in community norms that can help facilitate widespread adoption of safer sexual behaviors, such as later initiation of sex, partner reduction and consistent condom use. A further, cross-cutting priority will be to address the social stigma and discrimination often associated with AIDS, for example, through more open societal discourse on HIV. Reducing stigma can help to increase use of HIV testing, and knowledge and disclosure of personal sero-status."

Recognizing the importance of addressing social and environmental barriers as well as individual barriers to behavior change, the recipient will work closely with CBOs and others to carry out community-mobilization and targeted mass media campaigns to diminish stigma, challenge common misperceptions, and generate new, positive norms at the community-level. It is mandatory to describe the activities and links that the recipient will implement to ensure close collaboration with other donors and USAID partners, particularly USAID/PASCA and USAID/Capacity Project a/o their follow-on Programs. The program will help inform and promote supportive prevention policies and other structural changes in concert with other USAID partners and key stakeholders.

Due to the key role that civil society will play in the structural approach component, activities to strengthen the technical and management skills of NGOs and CBOs must be part of the strategy implemented by the recipient.

Component 3: Expanding access and use of prevention services, in particular those provided by the private sector. This should include but not be limited to voluntary testing and counseling, STI diagnosis and treatment, and referrals for PLHA requiring care and support services. Additionally, interventions to increase access to male condoms and water based lubricants, should be part of the strategy by prioritizing social marketing and including the coordination of the distribution of free condoms, particularly from Global Fund Projects as well as with Ministries of Health. Such a strategy should engage and encourage the involvement of the private sector to further expand access and coverage of condoms and other preventive commodities and services. USAID funds, however, will not be available to buy condoms. Therefore, any direct costs associated with procuring condoms will be the responsibility of the applicant.

Sexual transmission accounts for the majority of new HIV cases in the region. For the condom distribution program to be successful, sexual behaviors and characteristics of MARPS must be taken into consideration when designing the program. A critical requirement for this program is that condoms must be made available in locations frequented by these populations. Further, it is important to highlight that, according to surveys conducted among MSM and FSW, this population trusts and uses branded condoms rather than generic or free condoms. Those surveys can be found at www.pasca.org.

As a result of the survey results and taking into account that USAID will not procure male condoms as part of this program, the recommended approach is to design a condom social marketing strategy that makes branded condoms affordable and easily accessible to the target populations.

To implement this approach, Applicants will be required to contact and create partnerships with companies that supply condom brands that are well recognized and established in Central America. Several countries have a multisectoral “National Condom Strategy” through Task Forces led by the Ministry of Health that can provide contacts and names of locally recognized companies (i.e., Trojan, Masculan, Durex, and Vive) that are interested in establishing partnerships with HIV/AIDS efforts in the region. Different condom brands have either already been involved in or have expressed their interest in supporting HIV prevention efforts. USAD has no preference for any particular brand. The applicant is responsible for choosing the condom brand and companies they would like to work with.

To ensure a sustainable condom distribution strategy, a memorandum of understanding with a well-recognized condom brand supplier will be required no later than 30 days after award. This is to reasonably ensure that there is an adequately recognized brand name, company structure and positioning that will allow the Applicant to effectively implement a social marketing condom strategy that could be promoted as part of the BCC interventions. The memorandum of understanding must state that the company is aware of the goals of this program and that the condom brand will be available in places and areas where MARPs congregate or where risky sexual behaviors occur.

USAID discourages Applicants from proposing the creation of a new condom brand or product due to the requirements needed to complete the process. It can take more than 12 months to register a new product and then positioning and launching a new brand can also take a lot of time. The time frame of this proposed program does not allow for this, as it would affect the success of the program in reaching its goals.

If some opportunities arise where USAID is able to obtain Female Condoms, those will be part of the strategy for free distribution among FSW.

The recipient will describe a strategic approach to coordinate with Ministries of Health throughout the region, Global Fund grantees and other public, private, CBO and NGO partners to upgrade the quality and promote a (MARPs-appropriate) “sub-set” of VCT and STI services which are accessible to high risk groups. Particularly critical in this approach is the inclusion of private providers and addressing stigma and discrimination issues as they relate to MARPs.

Referral linkages with sources of ARV treatment services, psychosocial support and other related services (public and private sector laboratories, medical clinics, health centers) will also be strengthened and assistance/training will be provided for sensitization to make health service providers respectful to the particular needs of MARPs. The role of private providers to promote the prevention with positives needs to be part of the strategy proposed by the applicant.

Result 3: Increased access by MARPs to a minimum package of essential prevention and health services, that includes but is not limited to access to condoms, VCT services and STI diagnosis and treatment centers, emphasizing in the involvement of private health providers.

3.1 Illustrative Indicators:

- Number of most-at-risk individuals who received testing and counseling services for HIV and who received their test results.

- Number of health service providers trained and certified¹¹ as free of stigma and discrimination against MARPS.
- Number of health services outlets certified as free of stigma and discrimination to MARPs, providing STI, VCT, and other health services for them.
- Number of targeted condom service outlets

3.2 Illustrative Activities

- Strengthening support groups and reaching out to PLHA to expand prevention interventions.
- Mobilizing community, NGO, and public and private sector health providers to expand testing and counseling.
- Making condoms and water-based lubricants more accessible to MARPs and PLHA.
- Working with public and private providers to expand STI treatment and diagnosis and linking these services to HIV/AIDS services, VCT, care and support.
- Developing and expanding an STI education component including referral and integration with STI clinics, HIV testing, PMTCT sites that may be funded by USAID bilateral missions, Global Fund other donors, NGOs, public sector.
- Strengthening referral systems for post-test, treatment, care and support services at sites frequented by MARPs and PLHA.

Cross-Cutting Component 4: Strategic Information will include special studies (e.g. ethnographic research on the behavior and practices of specific MARP sub-groups), formative research in the design of interventions under all three of the above components, quantitative and qualitative studies in different geographic locations for program design and implementation as well as to account for differences in prevention needs across the region. The Recipient will monitor activities and carry out periodic evaluations to continually assess program efforts. This may include monitoring the progress of reducing high risk behaviors among MSM, transgender, FSW, PLHA and others, as well as reducing stigma and discrimination against MARPS, and monitoring access to services by MARPs including condoms and water based lubricants in places frequented by MARPs. Improved management systems will be used to monitor quality as well as quantity of interpersonal BCC. The Recipient will systematically interpret monitoring and

¹¹ The term, Certified as free of stigma and discrimination to MARPS, refers to a methodology as implemented through the USAID/PSP I Project certification activity. See attached.

evaluation findings to identify actionable program implications and revise implementation strategies accordingly. ***The final measurement of on-going M&E activities conducted by the current USAID prevention program will be used as baseline for the new program. This is primarily to ensure a more reasonable and efficient use of resources as well as a certain continuity of measurement for the achievements reached.***

Result 4: Strategic Information obtained through research and monitoring process, being used to design or modify prevention activities.

4.1 Illustrative Activities:

- Collecting mid term line and end line data on all target populations disaggregated by MARP sub-categories, age, and gender.
- Identifying specific Strategic Information required under each of the three CA components.
- Analyzing impact of interventions on program objectives.
- Ensuring that baseline data, if necessary, are collected for the indicators under each component.
- Formative research on the design of interventions under all components.

E. Underlying Principles in the Design and Implementation of Interventions

Gender Equity: Although Mission partners in the health sector understand the importance of gender relations and have incorporated gender analysis in project implementation, more attention should be given to application of these insights in this program. Suggested actions might include:

- Training for local NGOs and field workers as a part of technical preparation for work at the community level, to sensitize them about the equity gender approach and the differences related to gender as part of the vulnerability to get HIV, to provide them with techniques to address these factors;
- Including messages about differences for men and women in terms of vulnerability and risk for HIV.
- Assisting field workers in identifying appropriate points and techniques for involving men and women in self care attitudes and behaviors.

Review all HIV-AIDS communication materials (pamphlets, posters, radio messages) in terms of the message they convey about gender relations and differences for men and women.

Articulate an explicit policy about the integration of gender considerations in all USAID-supported activities, and if needed, provide training for co - implementers in gender integration, and facilitate an exchange among partners on techniques in implementation.

Valuable survey data on gender relations related to vulnerability and risk, as well as gender based violence including the violence suffered by transgender population. Indicators should be developed to monitor the gender-based activities and results. Sex disaggregated data and recording of these activities serve to identify gaps in information or services as a result of gender roles.

Other Principles

- **Country Ownership.** All activities must be designed in accordance with local, departmental, national, and regional authorities to ensure contributions and commitments will sustain programs over time. All information systems used to measure progress should be in accordance with existing systems and not duplicate or add an undue burden of reporting on implementers. Inclusion of local authorities in the design, monitoring, and implementation of activities is essential to obtain local commitment and buy-in for the continuation of new approaches.
- **Private Health Sector Involvement.** In all the activities, USAID strongly encourages the involvement and participation of private sector, recognizing that the majority of MSM and PLHA prefer to use private and/or NGO services for at least part of their prevention, care, and treatment needs. In Guatemala, USAID worked with the private sector through the program, Private Sector Partnerships for Health (USAID/PSP One) to strengthen services for MARPs. PSP - One focused on counseling and testing and, the creation of a public/private sector commission to develop a template for HIV case reporting. Training workshops were held for 616 medical doctors, biochemists and other health personnel to strengthen HIV/AIDS clinical and counseling skills within the private sector. Lessons learned and best practices from this activity may serve as a model for expansion and replication elsewhere in the region.
- **Transfer of Skills.** The applicant must partner with local health authorities, and as appropriate, NGOs/CBOs and/or, self-help groups to strengthen the public sector, private providers and civil society organizational skills in the design and implementation of activities. Global Fund grantees have received substantial support over the past several years and their continued viability as organizations delivering quality services must be a key objective in implementing activities under this CA. For all activities, the Recipient of this CA will collaborate closely with GF grantees and civil society organizations. A clear definition of the strategy suggested to transfer skills to local organizations needs to be included as part of the proposal.

F. Regional and Country Specific Activities

The Recipient will build on established program achievements and lessons learned to achieve world class BCC and VCT/STI service delivery for HIV/AIDS prevention in a cost-efficient manner. More detailed information about HIV prevention in Central America can be obtained at www.pasca.org. Specifically, important references include the Prevention Assessment conducted in June 2009, and the final report of the Technical Consultation for Prevention Programming for MARPS in Latin America held in December of 2009 in Antigua Guatemala, Guatemala.

The program will combine country-driven implementation with strong regional coordination and oversight to maximize program effectiveness and efficiency. Before beginning implementation of the program, the recipient will need to develop a detailed plan by country, produced in coordination with USAID missions, Ministries of Health, other donors and key partners, to detail the activities to be implemented as well as the funds to be allocated. Cross-cutting materials, such as interpersonal BCC tools and mass media campaigns, will be developed and produced jointly through the recipient's regional office in Guatemala to maximize program cost-efficiency. Program strategies and activities will be overseen centrally to ensure adherence to international best practices.

The USAID regional program interacts with the seven countries in Central America and Mexico in a variety of ways. USAID/Honduras and USAID/Mexico maintain close communication with the regional program, share information, and have previously bought into regional instruments for bilateral implementation (as it occurs with this instrument for Mexico).

The USAID Guatemala, Nicaragua and El Salvador bilateral programs maintain communication and coordination.

Panama has a USAID mission, but no health program. However, the Mission has maintained close communication and has facilitated regional HIV/AIDS program activities.

Costa Rica and Belize are non-USAID presence countries. The regional program provides very minimal direct assistance to Costa Rica, but maintains a more active presence in Belize due to the severity of the HIV/AIDS problem there. Under the new Central America Regional Partnership Framework, Belize will be receiving assistance from both Central America and the Caribbean programs which will require close collaboration to maximize the use of resources efficiently and effectively.

USAID encourages applicants to review the information available to identify the current situation and response of each country to HIV-AIDS. In particular USAID suggests

visiting the website of its program USAID/PASCA (www.pasca.org) for more information about the region.

General information from Mexico is included here to facilitate the elaboration of the proposal.

Mexico

Mexico Data as of March 31, 2009**

Cumulative AIDS cases	130,969
Cumulative incidence	122.4 per 100,000
Cumulative cases (by sex)	
Men	107,874
Women	23,095
Ratio Male to Female	4.67:1

**Source: Secretaría de Salud, Dirección General de Epidemiología. Registro Nacional de Casos de SIDA. 31 de Marzo 2009.CENSIDA.

Mexico's proposal to the Global Fund was approved in November 2009 and while studies and surveys are planned to begin in 2010, implementation of activities will likely not begin until 2012. These funds will focus exclusively on MSM in 44 cities and IDUs in four cities. USAID/Mexico plans to use its limited resources to complement or support Global Fund/Government of Mexico (GFATM/GOM) programs and to focus on categories of MARPs that will not be part of the planned GFATM activities (e.g., sex workers, transgender, harder to reach MSM) and in geographic areas that may be underserved. Also, due to the long lead time in GFATM program start-up, it will be critical to maintain the momentum in on-going efforts to reach MARPs with assistance under the all four components included in this CA, namely: Behavior Change Communications, Structural Approaches (civil society organization strengthening, changes in societal norms and policy reform), Expanding Access to Services (HIV testing outside of clinical settings) and Monitoring and Evaluation.

In the area of BCC, USAID/Mexico encourages the use of evidence-based innovative approaches for reaching MARPs and in particular, "hidden MSM", Injecting Drug Users (who have the second highest HIV prevalence following MSM), Sex Workers, and the transgender population. There have been some recent innovations for working with "MARPS which include motivational interviewing use of the internet, and campaigns to reach specific sub-groups of MARPs with pre-tested, tailored messages that address their respective needs."

Insecurity is on the rise in some locations in Mexico – particularly along the border with the U.S. – that also register high rates of HIV prevalence as well as increased risk factors for HIV transmission due to commercial sex work, injecting drug use, and the presence of mobile and indigent populations. Applicant should explain specifically how

they would plan to carry out prevention activities in this challenging and evolving environment.

In the area of structural interventions, organizational and leadership capacity building will continue to require further assistance to enable civil society to continue to advocate for human rights, laws, and policies that are favorable to addressing the needs of MARPs. These organizations need to collaborate more closely together and with health services to address stigma and discrimination. There are still significant barriers to accessing prevention information and other HIV services in Mexico. This is a long term effort in which USAID has been working with the GOM and other donors, NGOs, health service providers to reinforce standards and protocols that will increase outreach to MARPs with quality services. Gender norms must also become mainstream topics of dialogue at all levels in society. The concepts of masculinity, including relationships between men with other men, with women, and with transgender all play a critical role in influencing attitudes and practices that pose barriers to HIV prevention, treatment, and care for those most in need of these services.

Strengthening civil society organizations is also critical in the service delivery area. Moving counseling and testing out of the clinical setting and into a wider group of service providers will make these services more available to the populations most at risk for HIV transmission.

Finally, NGO strengthening in monitoring and evaluation is a key component to positioning them for greater responsibility and participation in the HIV/AIDS response. Given the influx of GFATM funding, USAID/Mexico plans to draw on regional program resources for NGO capacity building in situation analysis, strategic planning, project design (proposal writing), financial management, and M&E.

IV. Geographic and Thematic Focus and Environmental Impact

The geographic focus of the current RFA will be the Central American region Belize, Guatemala, El Salvador, Honduras, Nicaragua, Costa Rica, Panama and Mexico.

The Foreign Assistance Act of 1961, as amended, Section 117 requires that the impact of USAID's activities on the environment be considered and that USAID include environmental sustainability as a central consideration in designing and carrying out its development programs.

This mandate is codified in Federal Regulations (22 CFR 216) and in USAID's Automated Directives System (ADS) Parts 201.5.10g and 204 (<http://www.usaid.gov/policy/ADS/200/>), which, in part, requires that the potential environmental impacts of USAID-financed activities are identified prior to a final decision to proceed and that appropriate environmental safeguards are adopted for all activities. In addition, the contractor/recipient must comply with host country environmental

regulations. In case of conflict between host country and USAID regulations, the latter shall govern.

An original Initial Environmental Examination LAC-IEE-03-75 and its amendments LAC-IEE-09-82 and LAC-IEE-08-56 have been approved for the Investing in People: Healthier, Better Educated People Objective. USAID has determined a **Categorical Exclusion** for activities involving HIV/AIDS prevention efforts and others identified under Intermediate Result (IR) 4 of the Central America and Mexico (CAM) SO3, except disposal of medical waste.

Current activities are not anticipating generating significant medical waste. However, for any activities that will involve the handling and disposal of medical waste, the Applicant will be required to follow USAID guidelines (as per WHO Handbook for Safe Handling, Treatment and Disposal of Wastes) for the handling and disposal of any medical waste. A monitoring plan detailing how the implementing partners will handle medical waste issues shall be submitted to USAID to send to the Mission Environmental Officer and Regional Environmental Advisor for approval prior to commencing activities.

GUIDELINES FOR IMPLEMENTING PARTNERS ON THE USAID LAC ENVIRONMENTAL MITIGATION PLAN (EMP) can be found as Attachment No. 1 to this RFA.

V. Gender Approach

Gender equality is a USG-wide priority, and USAID has and will continue to take a lead role in that effort. The Applicant will abide and strongly support USAID principles of gender equity and equal opportunity in all activities included in this application. The Applicant will ensure that appropriate consideration is given to gender as a factor in planning, developing, and proposing interventions at the component level of the application. The Applicant will be responsible for anticipating and addressing gender inequity in the proposal and will follow Automated Directive System (ADS) 201 to ensure gender integration.

For this particular program, the applicant must consider the gender characteristics of the AIDS epidemic in Central America and will describe the specific approaches that will address the gender inequities that affect the spread of HIV/AIDS.

VI. Key Personnel

USAID has identified the following positions as key to implement the program.

- **Chief of Party**
Illustrative Main duties:

- a) Oversee the effective implementation of the different components under the project through strong leadership;
 - b) Lead the technical vision of the different components of the program;
 - c) Establish and maintain productive working relationships with bilateral USAID missions, other donors, private sector, host governments and civil society groups;
 - d) Maintain USAID regularly informed of the relevant activities;
 - e) Foster a climate of analysis and evaluation, and identify and disseminate lessons learned in the implementation of the project through the entire region.
- **Financial Manager**
Illustrative Main duties include:
 - a) Oversee the effective and appropriate use of financial resources of the project;
 - b) Develop effective mechanisms to monitoring the expenditures and liquidations of each country;
 - c) Provide technical assistance to country managers and country financial teams to establish alliances with public and private sector and other donors to look for sustainability of the actions ;
 - d) Maintain USAID regularly informed of the level of funds used to implement the program;
 - **Senior Prevention Advisor**
Illustrative Main duties include:
 - a) Ensure prevention programs provide technically sound and culturally appropriate responses that best address key challenges for target populations;
 - b) Identify and develop innovative and effective strategies to implement prevention programs beyond interpersonal communication activities and mass media interventions.
 - c) Provide technical oversight of project activities in the project;
 - d) Manage and maintain consistent ongoing technical level contacts with key stakeholders;
 - e) Undertake regular and rigorous technical monitoring of all activities in the program;
 - **Country Coordinator (Mexico) ¹²**
Illustrative Main duties include:
 - a) Manage the effective implementation of the project components
 - b) Coordinate with the Chief of Party the technical implementation of the different components of the program;

¹² The current RFA includes a Country Coordinator for Mexico. Should other bilateral decide to participate in this regional instrument with bilateral funds, the main duties will be the same and each Mission will be responsible for the approval the Country Coordinator for their respective country.

- c) Establish and maintain productive working relationships with bilateral USAID mission, other donors, private sector, host governments and civil society groups;
- d) Maintain to bilateral USAID regularly informed of the relevant activities;
- e) Foster a climate of analysis and evaluation, and identify and disseminate lessons learned in the implementation of the project through the country.

VII. Geographic Code

The authorized geographic code for procurement of goods and services under the resulting Cooperative Agreement is 000 (United States). The Applicant is authorized to purchase goods and services in Belize, Guatemala, El Salvador, Nicaragua, Honduras, Costa Rica, Mexico and Panama, subject to the limitations established in 22 CFR 228.40 Local Procurement and as authorized in ADS Chapter 311, Section 311.3.1, which provides that under regional activities/programs procurement from any of the countries in the region covered by the program/activity is considered local procurement. Restrictions on nationality of personnel shall be in accordance with 22 CFR 228.37."

VIII. Authorizing Legislation

This award is authorized in accordance with the Foreign Assistance Act of 1961, as amended.

IX. Award Administration

For U.S. organizations, 22 CFR 226, OMB Circulars, and the Standard Provisions for U.S. Nongovernmental Recipients will be applicable. For non-U.S. organizations, the Standard Provisions for Non-U.S., Nongovernmental Recipients will apply. While 22 CFR 226 does not directly apply to non-U.S. applicants, the Agreement Officer will use the standards of 22 CFR 226 in the administration of the award. For Public International Organizations (PIOs), the Standard Provisions for Grants to Public International Organizations, along selected provisions from the Standard Provisions for Non-U.S., Nongovernmental Recipients and other negotiated provisions, will be used. These documents may be accessed through the world-wide-web at: <http://www.usaid.gov/business/regulations/>

XI. RECIPIENT'S STAFF SUPPORT, ADMINISTRATIVE AND LOGISTICS ARRANGEMENTS AND LEGAL REGISTRATION IN THE COOPERATING COUNTRY

In accordance with Standard Provision entitled "Regulations Governing Employees (August 1992), the Recipient shall be responsible for all administrative support and logistics required to fulfill the requirements of the resulting Agreement. These shall include all travel arrangements, appointment scheduling, secretarial services, report preparations services, printing, and duplicating.

In addition, the applicant will be responsible to comply with all applicable local laws regarding fringe benefits for its local employees, local business operations, including but not limited to the registration of its offices in the local country, etc. The applicant will be responsible for hiring a local lawyer to help the organization in the process of legal registration. Please refer to OMB A-122 for guidance on cost allowable for Professional Services and its limitation on legal and related services as stated in Section 10, Attachment B of OMB A-122.

X. ORGANIZATIONAL INTEGRITY OF RECIPIENT

Contractors, grantees, and recipients of cooperative agreements ("Recipients") must have objective integrity and independence from any affiliated organization that engages in activities inconsistent with the Recipient's opposition to the practices of prostitution and sex trafficking because of the psychological and physical risks they pose for women, men, and children ("restricted activities"). A Recipient will be found to have objective integrity and independence from such an organization if:

- 1) The affiliated organization receives no transfer of Leadership Act funds, and Leadership Act funds do not subsidize restricted activities; and
- 2) The Recipient is, to the extent practicable in the circumstances, separate from the affiliated organization. Mere bookkeeping separation of Leadership Act funds from other funds is not sufficient. USAID will determine, on a case-by-case basis and based on the totality of the facts, whether sufficient separation exists. The presence separation will not be determinative. Factors relevant to this determination shall include, but are not limited to:
 - (a) Whether the affiliated organization is a legally separate entity;
 - (b) The existence of separate personnel or other allocation of personnel that maintains adequate separation of activities of the affiliated organization from the recipient;
 - (c) The existence of separate accounting and timekeeping records;
 - (d) The degree of separation of the Recipient's facilities from facilities in which restricted activities occur; and
 - (e) The extent to which signs and other forms of identification that distinguish the Recipient from the affiliated organization are present.

XI. OPPOSITION TO PROSTITUTION AND SEX TRAFFICKING (STATEMENT REQUIRED PER AAPD 05-04 Amendment 3)

Before a U.S. or non-U.S. non-governmental organization receives HIV/AIDS funds under a grant or cooperative agreement, such recipient must state in the award that they oppose the practices of prostitution and sex trafficking because of the psychological and physical risks they pose for women, men and children.

XI. APPLICABILITY OF 22 CFR PART 226 (MAY 2005)

(a) The provisions of 22 CFR Part 226 and the Standard Provisions attached to this agreement are applicable to the recipient and to subrecipients which meet the definition of "Recipient" in Part 226, unless a section specifically excludes a subrecipient from coverage. The recipient shall assure that subrecipients have copies of all the attached standard provisions.

(b) For any awards or subawards made to Non-US organizations, the "Standard Provisions for Non-US Nongovernmental Grantees" shall apply. All recipients are required to ensure compliance with monitoring procedures in accordance with OMB Circular A-133.

[END OF SECTION I]

SECTION II – AWARD INFORMATION

I. Estimate of Funds Available

The total USAID estimated amount for the resulting agreement is approximately \$30 million, subject to the availability of funds.

The applicant will design the activities based on the following distribution of funds.

Regional (Belize, Honduras, Guatemala, El Salvador, Nicaragua, Costa Rica and Panama) \$16 million.

Mexico, bilateral funds, \$8.5 million.

Other Missions' bilateral funds, \$ 5.5 million.

The use of the \$5.5 million listed above will be exercised only in the event that other USAID bilateral CAM Missions, not included at this point, choose to participate under the resulting agreement. Each Mission would provide bilateral resources to incrementally fund the agreement in order to carry out the activities already described in program description. The incremental funding modification will be processed after the successful negotiation of a work plan and a budget for the specific bilateral activities.

USAID encourages an economical and streamlined implementation approach to support development assistance objectives consistent with the CAM strategy. The Applicant is expected to demonstrate that USAID funds will benefit the largest number of people, utilizing the least amount of funds for administrative and management costs, and not more than 35%. The approach should guarantee fair and transparent allocation of resources

USAID expects that, to the furthest extent possible, assistance funds will be spent directly to serve the most vulnerable groups of the AIDS epidemic in the region and that management costs will be kept to a minimum. Applicants should consider that costs will be evaluated under this RFA.

Each bilateral USAID Mission will determine the level of USAID funding that will be awarded for their specific activities, including the funding accounts that will be used. The winning organization will be kept apprised of any reporting requirements.

II. Number of Awards contemplated

USAID intends to award only one (1) Cooperative Agreement pursuant to this RFA. USAID reserves the right to fund any or none of the applications submitted.

USAID is open to receive applications made in consortium with more than one organization, taking advantage of the strengths of each one. U.S.-based organizations

are highly encouraged to include in their applications partnerships with local or international organizations.

III. Start date and Period of Performance

The estimated period of performance for the resulting Cooperative Agreement is upon signature of the Agreement Officer through September 30, 2015. USAID intends to award this agreement o/a September 2010.

IV. Type of Award

USAID plans to negotiate and award an assistance instrument known as a Cooperative Agreement with the successful Applicant for this activity. A Cooperative Agreement implies a level of “substantial involvement” by USAID through the Agreement’s Officer Technical Representative (AOTR) and a Co-AOTR as appropriate.

V. Substantial Involvement Understanding

The intended substantial involvement during the resulting award is as follows:

- A. **Approval of Annual Work Plans.** Significant changes to the approved plan shall be presented in the quarterly performance reports for USAID’s concurrence. The work plan must be prepared in coordination and consultation with USAID.
- B. **Approval of the Performance Monitoring Plan.** Significant changes by the Applicant to the approved plan will require AOTR’s concurrence. USAID will monitor Applicant’s progress toward achievement of program results during the course of the Cooperative Agreement.
- C. **Approval of all key personnel.**
- D. **Approval of all research reports and any material designed for results dissemination.**
- E. **Collaboration and Joint Participation:** Collaborative involvement in the selection of Sub-recipients and Sub-contracts not already identified and approved under the award. The USAID AOTR must concur with the selection of sub-recipients and sub-contractors (as defined in 11 CFR 226.2) and substantive provisions of the sub-awards (as defined in 22 CFR 226.2). The USAID AOTR’s concurrence on the substantive provisions of the sub-awards is limited to technical and programmatic matters only; and such concurrence shall not extend to contractual/ administrative/financial provisions, which must be in accordance with the terms and conditions of the Cooperative Agreement and ADS 303 and shall be approved by the Agreement Officer.

[END OF SECTION II]

SECTION III – ELIGIBILITY INFORMATION

I. APPLICANTS

Qualified applicants may be U.S. private voluntary organizations (U.S. PVOs) and/or U.S. or non-U.S. Non-governmental organizations (NGOs), private, non-profit organizations (or for-profit companies willing to forego profits), including universities, research organizations, professional associations, and relevant special interest associations. Faith-based and community organizations are also eligible for award. In support of the Agency's interest in fostering a larger assistance base and expanding the number and sustainability of development partners, USAID encourages applications from potential new partners.

In addition, for organizations to be deemed eligible, authorized officials from applicant organizations must complete the requisite United States Government Representations and Certifications attached at Annex A.

Applicants must have established financial management, monitoring and evaluation, internal control systems, and policies and procedures that comply with established U.S. Government standards, laws, and regulations. All potential awardees will be subject to a responsibility determination (pre-award audit) issued by a warranted Agreements Officer in USAID.

II. COST SHARE

In addition to USAID funds, cost sharing is an important element in the relationship that exists between USAID's Missions and the implementing partner. To broaden the impact of the program to the fullest extent and for this program to be successful in achieving its results, it is important that the recipient have a financial stake in the success of the program. The benchmark for cost share will be 20% of the USAID contribution and may include in-kind contributions and equipment.

[END OF SECTION III]

SECTION IV – APPLICATION AND SUBMISSION INFORMATION

I. POINT OF CONTACT

Ms. Indyra Gonzalez
Acquisition Specialist
USAID/Guatemala
Email: igonzalez@usaid.gov
Telephone: (502) 2422-4134
Fax: (502) 2422-4585

II. REQUIRED FORMS

All Applicants must submit the application using the SF-424 series, which includes the:

- **SF-424, Application for Federal Assistance**
- **SF-424A, Budget Information - Nonconstruction Programs**, and
- **SF-424B, Assurances - Nonconstruction Programs**

These forms can be found in the following link:

http://www.grants.gov/agencies/aapproved_standard_forms.jsp

The federal grant process is now web-enabled. Beginning November 1, 2005, the preferred method of distribution of USAID RFA's and submission/receipt of applications is electronically via Grants.gov, which provides a single source for Federal government-wide competitive grant opportunities. This RFA and any future amendments can be downloaded from <http://www.grants.gov>. In order to use this method, an applicant must first register on-line with Grants.gov. If you have difficulty registering or accessing the RFA, please contact the Grants.gov Helpdesk at 1-800-518-4726 or via e-mail at support@usaid.gov for technical assistance. Applicants may upload applications to www.grants.gov a/o send them to igonzalez@usaid.gov. It is the responsibility of the recipient of the application document to ensure that it has been received from Grants.gov in its entirety. USAID bears no responsibility for data errors resulting from transmission or conversion processes.

III. REQUIRED CERTIFICATIONS

In addition to the certifications that are included in the SF 424, both U.S. and non-U.S. organizations (except as specified below) must provide the following certifications, assurances and other statements.

CERTIFICATIONS, ASSURANCES, AND OTHER STATEMENTS OF RECIPIENTS

PART I - CERTIFICATIONS AND ASSURANCES

1. ASSURANCE OF COMPLIANCE WITH LAWS AND REGULATIONS GOVERNING NON-DISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS:

(a) The recipient hereby assures that no person in the United States shall, on the bases set forth below, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity receiving financial assistance from USAID, and that with respect to the grant for which application is being made, it will comply with the requirements of:

(1) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352, 42 U.S.C. 2000-d), which prohibits discrimination on the basis of race, color or national origin, in programs and activities receiving Federal financial assistance;

(2) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination on the basis of handicap in programs and activities receiving Federal financial assistance;

(3) The Age Discrimination Act of 1975, as amended (Pub. L. 95-478), which prohibits discrimination based on age in the delivery of services and benefits supported with Federal funds;

(4) Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.), which prohibits discrimination on the basis of sex in education programs and activities receiving Federal financial assistance (whether or not the programs or activities are offered or sponsored by an educational institution); and

(5) USAID regulations implementing the above nondiscrimination laws, set forth in Chapter II of Title 22 of the Code of Federal Regulations.

(b) If the recipient is an institution of higher education, the Assurances given herein extend to admission practices and to all other practices relating to the treatment of students or clients of the institution, or relating to the opportunity to participate in the provision of services or other benefits to such individuals, and shall be applicable to the entire institution unless the recipient establishes to the satisfaction of the USAID Administrator that the institution's practices in designated parts or programs of the institution will in no way affect its practices in the program of the institution for which financial assistance is sought, or the beneficiaries of, or participants in, such programs.

(c) This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts, or other Federal financial assistance extended after the date hereof to the recipient by the Agency, including installment payments after such date on account of applications for Federal financial

assistance which were approved before such date. The recipient recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this Assurance, and that the United States shall have the right to seek judicial enforcement of this Assurance. This Assurance is binding on the recipient, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the recipient.

2. CERTIFICATION REGARDING LOBBYING:

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Cooperative Agreement, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

"The undersigned states, to the best of his or her knowledge and belief, that: If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with

this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

3. PROHIBITION ON ASSISTANCE TO DRUG TRAFFICKERS FOR COVERED COUNTRIES AND INDIVIDUALS (ADS 206)

USAID reserves the right to terminate this Agreement, to demand a refund or take other appropriate measures if the Grantee is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140. The undersigned shall review USAID ADS 206 to determine if any certifications are required for Key Individuals or Covered Participants.

If there are COVERED PARTICIPANTS: USAID reserves the right to terminate assistance to or take other appropriate measures with respect to, any participant approved by USAID who is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140.

4. CERTIFICATION REGARDING TERRORIST FINANCING, IMPLEMENTING EXECUTIVE ORDER 13224:

By signing and submitting this application, the prospective recipient provides the certification set out below:

1. The Recipient, to the best of its current knowledge, did not provide, within the previous ten years, and will take all reasonable steps to ensure that it does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts, as that term is defined in paragraph 3.

2. The following steps may enable the Recipient to comply with its obligations under paragraph 1:

a. Before providing any material support or resources to an individual or entity, the Recipient will verify that the individual or entity does not (i) appear on the master list of Specially Designated Nationals and Blocked Persons, which list is maintained by the U.S. Treasury's Office of Foreign Assets Control (OFAC) and is available online at OFAC's website :

<http://www.treas.gov/offices/eotffc/ofac/sdn/t11sdn.pdf>, or (ii) is not included in any supplementary information concerning prohibited individuals or entities that may be provided by USAID to the Recipient.

b. Before providing any material support or resources to an individual or entity, the Recipient also will verify that the individual or entity has not been designated by the United Nations Security (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the "1267 Committee") [individuals and entities linked to the Taliban, Usama bin Laden, or the Al Qaida Organization]. To determine whether there has been a published designation of an individual or entity by the 1267 Committee, the Recipient should refer to the consolidated list available online at the Committee's website:

<http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>.

c. Before providing any material support or resources to an individual or entity, the Recipient will consider all information about that individual or entity of which it is aware and all public information that is reasonably available to it or of which it should be aware.

d. The Recipient also will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.

3. For purposes of this Certification-

a. "Material support and resources" means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safehouses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials."

b. "Terrorist act" means-

(i) An act prohibited pursuant to one of the 12 United Nations Conventions and Protocols related to terrorism (see UN terrorism conventions Internet site: <http://untreaty.un.org/English/Terrorism.asp>); or

(ii) An act of premeditated, politically motivated violence perpetrated against noncombatant targets by subnational groups or clandestine agents; or

(iii) any other act intended to cause death or serious bodily injury to a civilian, or to any other person not taking an active part in hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a population, or to compel a government or an international organization to do or to abstain from doing any act.

c. "Entity" means a partnership, association, corporation, or other organization, group or subgroup.

d. References in this Certification to the provision of material support and resources shall not be deemed to include the furnishing of USAID funds or USAID-financed commodities to the ultimate beneficiaries of USAID assistance, such as recipients of food, medical care, micro-enterprise loans, shelter, etc., unless the Recipient has reason to believe that one or more of these beneficiaries commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.

e. The Recipient's obligations under paragraph 1 are not applicable to the procurement of goods and/or services by the Recipient that are acquired in the ordinary course of business through contract or purchase, e.g., utilities, rents, office supplies, gasoline, etc., unless the Recipient has reason to believe that a vendor or supplier of such goods and services commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.

This Certification is an express term and condition of any agreement issued as a result of this application, and any violation of it shall be grounds for unilateral termination of the agreement by USAID prior to the end of its term.

5. CERTIFICATION OF RECIPIENT:

By signing below the recipient provides certifications and assurances for (1) the Assurance of Compliance with Laws and Regulations Governing Non-Discrimination in Federally Assisted Programs, (2) the Certification Regarding Lobbying, (3) the Prohibition on Assistance to Drug Traffickers for Covered Countries and Individuals (ADS 206), and (4) the Certification Regarding Terrorist Financing Implementing Executive Order 13224 above.

RFA/APS No. _____

Application No. _____

Date of Application _____

Name of Recipient _____

Typed Name and Title _____

Signature _____

Date _____

Part II – Key Individual Certification Narcotics Offenses and Drug Trafficking

I hereby certify that within the last ten years:

1. I have not been convicted of a violation of, or a conspiracy to violate, any law or regulation of the United States or any other country concerning narcotic or psychotropic drugs or other controlled substances.
2. I am not and have not been an illicit trafficker in any such drug or controlled substance.
3. I am not and have not been a knowing assistor, abettor, conspirator, or colluder with others in the illicit trafficking in any such drug or substance.

Signature: _____

Date: _____

Name: _____

Title/Position: _____

Organization: _____

Address: _____

Date of Birth: _____

NOTICE:

1. You are required to sign this Certification under the provisions of 22 CFR Part 140, Prohibition on Assistance to Drug Traffickers. These regulations were issued by the Department of State and require that certain key individuals of organizations must sign this Certification.

2. If you make a false Certification you are subject to U.S. criminal prosecution under 18 U.S.C. 1001.

Part III – Participant Certification Narcotics Offenses and Drug Trafficking

1. I hereby certify that within the last ten years:

a. I have not been convicted of a violation of, or a conspiracy to violate, any law or regulation of the United States or any other country concerning narcotic or psychotropic drugs or other controlled substances.

b. I am not and have not been an illicit trafficker in any such drug or controlled substance.

c. I am not or have not been a knowing assister, abettor, conspirator, or colluder with others in the illicit trafficking in any such drug or substance.

2. I understand that USAID may terminate my training if it is determined that I engaged in the above conduct during the last ten years or during my USAID training.

Signature: _____

Name: _____

Date: _____

Address: _____

Date of Birth: _____

NOTICE:

1. You are required to sign this Certification under the provisions of 22 CFR Part 140, Prohibition on Assistance to Drug Traffickers. These regulations were issued by the Department of State and require that certain participants must sign this Certification.

2. If you make a false Certification you are subject to U.S. criminal prosecution under 18 U.S.C. 1001.

Part IV – Certification of Compliance with the Standard Provisions Entitled “Condoms” and “Prohibition on the Promotion or Advocacy of the Legalization or Practice of Prostitution or Sex Trafficking.”

Applicability: This certification requirement only applies to the prime recipient. Before a U.S. or non-U.S. non-governmental organization receives FY04-FY08 HIV/AIDS funds under a grant or cooperative agreement, such recipient must provide to the Agreement Officer a certification substantially as follows:

“[Recipient's name] certifies compliance as applicable with the standard provisions entitled “Condoms” and “Prohibition on the Promotion or Advocacy of the Legalization or Practice of Prostitution or Sex Trafficking” included in the referenced agreement.”

RFA/APS No. _____

Application No. _____

Date of Application _____

Name of Applicant/Subgrantee _____

Typed Name and Title _____

Signature _____

Part V – Survey on Ensuring Equal Opportunity for Applicants

Applicability: All RFA’s must include the attached Survey on Ensuring Equal Opportunity for Applicants as an attachment to the RFA package. Applicants under unsolicited applications are also to be provided the survey. (While inclusion of the survey by Agreement Officers in RFA packages is required, the applicant’s completion of the survey is voluntary, and must not be a requirement of the RFA. The absence of a completed survey in an application may not be a basis upon which the application is determined incomplete or non-responsive. Applicants who volunteer to complete and submit the survey under a competitive or non-competitive action are instructed within the text of the survey to submit it as part of the application process.)

Survey on Ensuring Equal Opportunity for Applicants

Part VI – OTHER STATEMENTS OF RECIPIENT

1. AUTHORIZED INDIVIDUALS:

The recipient represents that the following persons are authorized to negotiate on its behalf with the Government and to bind the recipient in connection with this application or grant:

Name	Title	Telephone No.	Email

2. TAXPAYER IDENTIFICATION NUMBER (TIN):

If the recipient is a U.S. organization, or a foreign organization which has income effectively connected with the conduct of activities in the U.S. or has an office or a place of business or a fiscal paying agent in the U.S., please indicate the recipient's TIN:

Tin: _____

3. CONTRACTOR IDENTIFICATION NUMBER--DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER:

(a) In the space provided at the end of this provision, the recipient should supply the Data Universal Numbering System (DUNS) number applicable to that name and address. Recipients should take care to report the number that identifies the recipient's name and address exactly as stated in the proposal.

(b) The DUNS is a 9-digit number assigned by Dun and Bradstreet Information Services. If the recipient does not have a DUNS number, the recipient should call Dun and Bradstreet directly at 1-800-333-0505. A DUNS number will be provided immediately by telephone at no charge to the recipient. The recipient should be prepared to provide the following information:

- (1) Recipient's name.
- (2) Recipient's address.

- (3) Recipient's telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the organization was started.
- (7) Number of people employed by the recipient.
- (8) Company affiliation.

(c) Recipients located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.dbisna.com/dbis/customer/custlist.htm>. If an applicant is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@dbisma.com.

The DUNS system is distinct from the Federal Taxpayer Identification Number (TIN) system.

DUNS : _____

4. LETTER OF CREDIT (LOC) NUMBER:

If the recipient has an existing Letter of Credit (LOC) with USAID, please indicate the LOC number:

LOC: _____

5. PROCUREMENT INFORMATION

(a) Applicability. This applies to the procurement of goods and services planned by the recipient (i.e., contracts, purchase orders, etc.) from a supplier of goods or services for the direct use or benefit of the recipient in conducting the program supported by the grant, and not to assistance provided by the recipient (i.e., a subgrant or subagreement) to a subgrantee or subrecipient in support of the subgrantee's or subrecipient's program. Provision by the recipient of the requested information does not, in and of itself, constitute USAID approval.

(b) Amount of Procurement. Please indicate the total estimated dollar amount of goods and services which the recipient plans to purchase under the grant:

\$ _____

(c) Nonexpendable Property. If the recipient plans to purchase nonexpendable equipment which would require the approval of the Agreement Officer, please indicate below (using a continuation page, as necessary) the types, quantities of each, and estimated unit costs. Nonexpendable equipment for which the Agreement Officer's approval to purchase is required is any article of nonexpendable tangible personal property charged directly to the grant, having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

TYPE/DESCRIPTION(Generic) _____
QUANTITY _____
ESTIMATED UNIT COST _____

(d) Source, Origin, and Componentry of Goods. If the recipient plans to purchase any goods/commodities which are not of U.S. source and/or U.S. origin, and/or does not contain at least 50% componentry, which are not at least 50% U.S. source and origin, please indicate below (using a continuation page, as necessary) the types and quantities of each, estimated unit costs of each, and probable source and/or origin, to include the probable source and/or origin of the components if less than 50% U.S. components will be contained in the commodity. "Source" means the country from which a commodity is shipped to the cooperating country or the cooperating country itself if the commodity is located therein at the time of purchase. However, where a commodity is shipped from a free port or bonded warehouse in the form in which received therein, "source" means the country from which the commodity was shipped to the free port or bonded warehouse. Any commodity whose source is a non-Free World country is ineligible for USAID financing. The "origin" of a commodity is the country or area in which a commodity is mined, grown, or produced. A commodity is produced when, through manufacturing, processing, or substantial and major assembling of components, a commercially recognized new commodity results, which is substantially different in basic characteristics or in purpose or utility from its components. Merely packaging various items together for a particular procurement or relabeling items do not constitute production of a commodity. Any commodity whose origin is a non-Free World country is ineligible for USAID financing. "Components" are the goods, which go directly into the production of a produced commodity. Any component from a non-Free World country makes the commodity ineligible for USAID financing.

TYPE/DESCRIPTION _____
QUANTITY _____
ESTIMATED GOODS _____
PROBABLE GOODS _____
PROBABLE (Generic) _____
UNIT COST _____
COMPONENTS _____
SOURCE _____
COMPONENTS _____
ORIGIN _____

(e) Restricted Goods. If the recipient plans to purchase any restricted goods, please indicate below (using a continuation page, as necessary) the types and quantities of each, estimated unit costs of each, intended use, and probable source and/or origin. Restricted goods are Agricultural Commodities, Motor Vehicles, Pharmaceuticals, Pesticides, Rubber Compounding Chemicals and Plasticizers, Used Equipment, U.S. Government-Owned Excess Property, and Fertilizer.

TYPE/DESCRIPTION	_____
QUANTITY	_____
ESTIMATED	_____
PROBABLE	_____
INTENDED USE (Generic)	_____
UNIT COST	_____
SOURCE	_____
ORIGIN	_____

(f) Supplier Nationality. If the recipient plans to purchase any goods or services from suppliers of goods and services whose nationality is not in the U.S., please indicate below (using a continuation page, as necessary) the types and quantities of each good or service, estimated costs of each, probable nationality of each non-U.S. supplier of each good or service, and the rationale for purchasing from a non-U.S. supplier. Any supplier whose nationality is a non-Free World country is ineligible for USAID financing.

TYPE/DESCRIPTION	_____
QUANTITY	_____
ESTIMATED	_____
PROBABLE SUPPLIER	_____
NATIONALITY	_____
RATIONALE (Generic)	_____
UNIT COST (Non-US Only)	_____
FOR NON-US	_____

(g) Proposed Disposition. If the recipient plans to purchase any nonexpendable equipment with a unit acquisition cost of \$5,000 or more, please indicate below (using a continuation page, as necessary) the proposed disposition of each such item. Generally, the recipient may either retain the property for other uses and make compensation to USAID (computed by applying the percentage of federal participation in the cost of the original program to the current fair market value of the property), or sell the property and reimburse USAID an amount computed by applying to the sales proceeds the percentage of federal participation in the cost of the original program (except that the recipient may deduct from the federal share \$500 or 10% of the proceeds, whichever is greater, for selling and handling expenses), or donate the property to a host country institution, or otherwise dispose of the property as instructed by USAID.

TYPE/DESCRIPTION(Generic)	_____
QUANTITY	_____
ESTIMATED UNIT COST	_____
PROPOSED DISPOSITION	_____

6. PAST PERFORMANCE REFERENCES

On a continuation page, please provide past performance information requested in the RFA.

7. TYPE OF ORGANIZATION

The recipient, by checking the applicable box, represents that –

- (a) If the recipient is a U.S. entity, it operates as ☐ a corporation incorporated under the laws of the State of, ☐ an individual, ☐ a partnership, ☐ a nongovernmental nonprofit organization, ☐ a state or local governmental organization, ☐ a private college or university, ☐ a public college or university, ☐ an international organization, or ☐ a joint venture; or
- (b) If the recipient is a non-U.S. entity, it operates as ☐ a corporation organized under the laws of _____ (country), ☐ an individual, ☐ a partnership, ☐ a nongovernmental nonprofit organization, ☐ a nongovernmental educational institution, ☐ a governmental organization, ☐ an international organization, or ☐ a joint venture.

8. ESTIMATED COSTS OF COMMUNICATIONS PRODUCTS

The following are the estimate(s) of the cost of each separate communications product (i.e., any printed material [other than non-color photocopy material], photographic services, or video production services) which is anticipated under the grant. Each estimate must include all the costs associated with preparation and execution of the product. Use a continuation page as necessary.

IV) APPLICATION PREPARATION GUIDELINES

Application may be submitted by institutions individually or in group. In the case of a group, the application must include only one prime applicant, which shall enter into sub-agreements or contracts with partnering institutions. In this case, the Prime Applicant(s) will be responsible for establishing and maintaining sub-agreement and/or contracting relationships with proposed partners. For the purposes of this RFA, the term “applicant” is used to refer to the prime and any proposed partners.

Application received by the deadline will be reviewed for responsiveness to the specifications outlined in these guidelines and the application format. Section V addresses the technical evaluation procedures for the applications. Application which is incomplete are not directly responsive to the terms, conditions; specifications and provisions of this RFA may be categorized as non-responsive and eliminated from further consideration. Applications that are submitted late or are incomplete run the risk of not being considered in the review process. Late applications will be considered for award only if the Agreement Officer determines it is in the Government's interest.

Applications shall be submitted in two separate parts: (a) technical, and (b) cost or business application and must be submitted no later than the date and time indicated on the cover page of this RFA, to the location indicated on the cover letter accompanying this RFA.

The application should be prepared according to the structural format set forth below. Technical applications should be specific, complete and presented concisely. The applications should demonstrate the applicant's capabilities and expertise with respect to achieving the goals of this program. The applications should take into account the technical evaluation criteria found in Section V.1. Applications shall be prepared in English. Applications in any other language shall be treated as non-responsive and eliminated from further consideration.

The following general guidance is applicable to the submission of the applications under this RFA.

1. Applicants: It is USAID policy not to pay profit of any nature under assistance agreements. Reasonable, allocable and allowable expenses, both direct and indirect, which are related to the agreement program and are in accordance with applicable cost standards (e.g., OMB Circular A-21), may be paid under the agreement contemplated by this RFA.

2. Responsiveness: Applicants should submit an application directly responsive to the terms, conditions, specifications and clauses of this RFA. Applications not conforming to this RFA may be categorized as non-responsive and eliminated from further consideration.

3. Language: It is USAID policy that English shall be the official language of all awards documents. As a result, it is required that the applications be in English.

4. Copies: Applicants must supply their application by electronic mail to the following address: igonzaez@usaid.gov or apply at the www.grants.gov site. Technical applications must not make reference to specific costs or detailed pricing data. Applicants should retain for their records one copy of the application and all enclosures that accompany their application. Applications should make sure that the information provided in both hard and soft copies is identical.

5. Electronic mail: All electronic files containing Technical and Cost Applications must be clearly marked on the subject line with the following words "RFA 596-10-000001". Submit applications electronically (email) in compliance with the following conditions:

- The USAID email gateway accepts messages whose total size with attachments is 15 MB (no zipped or compressed files);

- An email application must be submitted to igonzalez@usaid.gov, the subject line of the email must contain the RFA number;
- Acceptable native file formats for all documents submitted are Microsoft Office Suite (Office 2003 or greater) applications (.DOC, .XLS) or Adobe Acrobat (.PDF);
- Time of receipt of the email is the USAID email gateway time-stamp of the message header;

The Federal grant process is now web enabled, allowing for applications to be received on-line. USAID bears no responsibility for data errors resulting from transmission or conversion processes associated with electronic submissions.

6. Point of Contact – Applications addressed to Indyra Gonzalez, Acquisition Specialist (igonzalez@usaid.gov) are due by close of business, 10:00 a.m. (Guatemala time) on **May 28, 2010**.

7. Delivery: Printed, telegraphic or faxed applications are not authorized for this RFA and will not be accepted. E-mail submission is acceptable. It is important to note that graphics, charts, tables and fancy formatting are often garbled during e-mail transmission and care should be exercised to ensure that the product we receive is adequate for evaluation. In that regard, USAID is not responsible for applications that cannot be accessed through USAID standard e-mail systems or word processing software.

8. Start Up: USAID anticipates that the successful recipient of the Agreement will begin activities immediately after signing the Agreement. The Agreement will provide support for **5 years** from the date of the Agreement signature. All program activities are expected to be completed within that period. Final program and financial reports are due within ninety (90) days after the end of the activity.

9. Unnecessarily Elaborate Applications: Unnecessarily elaborated brochures or other presentations beyond those sufficient to present a complete and effective application in response to this RFA are not desired and may be construed as an indication of the applicant's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor wanted.

10. Authority to Obligate the Government: The Agreement Officer is the only individual who may legally commit the U.S. Government to the expenditure of public funds. No costs chargeable to the proposed agreement may be incurred before receipt of either an agreement signed by the Agreement Officer or a specific, written authorization from the Agreement Officer.

V. TECHNICAL APPLICATION FORMAT

Applicants shall submit an application in response to this solicitation that is specific, clear, and complete, and that responds to the instructions set forth in this Section. Application shall be written in English and typed on standard 8 1/2" x 11" paper, single spaced, 12 characters per inch with each page numbered consecutively. The technical application should **not exceed 40 pages in length**, exclusive of documents explicitly authorized to be included in the annexes as set forth below (CVs, past performance information, and other supporting material discussed in this RFA). An application that exceeds this page limit will only be evaluated through page 40 and the remaining pages will not be evaluated. The application must be organized according to the Technical Evaluation Criteria.

It is the premise of this RFA that there is *substantial knowledge* regarding HIV/AIDS comprehensive prevention programs, capacity building approaches and partnership experiences in the local and international arenas. This RFA was written to allow Applicants as much scope as possible to lay out an innovative approach to develop effective programs, with special attention given to new elements such as structural approaches.

The technical application shall address the following:

1. Technical Approach

Applicants should describe in detail their technical approach to increase and improve the access, quality, equity and efficiency, of HIV/AIDS prevention activities and services through innovative approaches and high quality and appropriate services targeted to MARPs. The technical application shall include an innovative strategy, programming approach and implementation plan that outlines how the Applicant will achieve the intended results under this program and how the indicators suggested under this RFA will be measured. The Technical approach will include:

- a. Prevention Strategy to MARPS: The extent to which the overall approach is based on a scientific proven model and is responsive to the objective(s) outlined in the Program Description. Additional criteria that will be evaluated include the comprehensive detailed plan that includes a clear description of the involvement of the private sector for developing a strategy to provide a minimum package of prevention activities, which based on evidence, directly involves MARPS. The extent to which the application addressed the concept of prevention with positives – which should be an integral element of the strategy proposed.
- b) Indicators and Monitoring Progress: A description of the illustrative indicators and the procedures to collect them. Clearly define how the strategic information approach will track and measure the accomplishment of each

result in order to monitor and evaluate performance of implementation. This section of the application should include the proposed target and indicator for each population, as well as the plans to analyze trends and results.

- c) Monitoring and Evaluation Plan: For the purpose of routine and formal monitoring and evaluation, the Applicant shall present a separate, broad-brush monitoring and evaluation strategy and strategic information activities along with its application. Once the Cooperative Agreement has been awarded, a formal performance monitoring plan will be requested from the chosen Applicant on the basis of this strategy. Illustrative indicators are provided as part of the RFA. USAID may ask the winning organization to add specific indicators to the plan, specifically related to USG's Regional Operational Plan submitted to Washington.
- d) Gender: The Applicant will ensure that appropriate consideration is given to gender as a factor in development planning in proposing interventions in accordance to the components included in the program description. The Applicant will be responsible for anticipating and addressing gender inequity in the proposed program description and will follow Automated Directive System (ADS) 201 programming policy and guidance and will ensure gender integration in the proposal. Gender equality is a USG-wide priority, and USAID has and will continue to take a lead role in that effort. For this particular program, the applicant must consider the gender characteristics of the AIDS epidemic in Central America. The Applicant should describe how gender inequities existing in the region regarding HIV/AIDS will be addressed.

2. Key Personnel

Guidelines established with the reauthorization of the President's Emergency Plan for AIDS Relief (PEPFAR II) emphasize a renewed focus on collaboration and cooperation with host countries and stakeholders. One of the principles to implement this strategy is to ensure the empowerment and ownership of the countries included in the new Central America HIV/AIDS Partnership Framework. As a result, following this principle, for the purpose of this RFA, the applicant must propose only local staff, which includes Central America for the regional positions and Mexico citizens for the Country Coordinator Mexico Post. (See Geographic Code paragraph included in this RFA for specific information). Additionally, compensation for all proposed key personnel shall be in accordance to the USAID local compensation plan authorized Guatemala and Mexico, considering that the Regional Hub for the program will be located in Guatemala City and the Country Director for Mexico will be located in Mexico City.

The Applicants shall discuss appropriateness of academic backgrounds of the proposed key personnel, their work experience related to the RFA components and experience in national or international arenas. Specific requirements to be taken into consideration for key staff include:

Program Director

Requirements

- At least ten years of experience in a managerial position in similar projects in Central America.
- S/he must possess an advanced degree (Masters or Doctorate) in Medical or Social Sciences.
- S/he must possess residency status in Central America.
- Strong leadership and interpersonal skills and experience in managing large, interdisciplinary teams, as well as working in the private/public/civil society contexts.
- S/he must be proficient in Spanish and English (FSI level 4/4).

Financial Manager

Requirements

- At least eight years of experience in a managerial position in similar projects in Central America.
- S/he must have Education in Business and preferably a Masters Degree in Business Administration or Finance.
- S/he must possess residency status in Central America.
- S/he should also have demonstrated experience as a manager of similar programs
- Strong leadership skills and experience in managing multi country and multi donor budgets, large and interdisciplinary teams, as well as working in the private/public/civil society contexts.
- S/he must be proficient in Spanish and English (FSI Level 4/4).

Senior Prevention Advisor

Requirements

- At least eight years of experience managing public health programs in Central America and no less than five years experience with HIV/AIDS programs.
- S/he must possess Education in Medical or Social Sciences and preferably a degree in Medical or Social Sciences, and ideally a Masters in Public Health (MPH).
- S/he must possess residency status in Central America
- S/he will have proven skills and demonstrated experience developing and managing behavior change communication programs, prevention services targeted to MARPs, prevention structural approaches and biomedical interventions for prevention, including social marketing programs.

- S/he must have experience generating programmatic and technical data and reports.
- S/he must be fluent in Spanish and in English (FSI 4/4).

Country Coordinator (Mexico)

Requirements

- At least eight years of experience managing public health programs in Central America and no less than five years experience with HIV/AIDS programs.
- S/he must possess Education in Medical or Social Sciences and preferably a degree in Medical or Social Sciences, and ideally a Masters in Public Health (MPH).
- S/he must possess residency status in Mexico
- S/he will have proven skills and demonstrated experience developing and managing behavior change communication programs, prevention services targeted to MARPs, prevention structural approaches and biomedical interventions for prevention, including social marketing programs.
- S/he must have experience generating programmatic and technical data and reports.
- S/he must be fluent in Spanish and in English (FSI 4/4).

The Applicant shall propose an appropriate mix of local talent and expertise to implement the Cooperative Agreement. The Applicant shall provide a biographical sketch and position description for the proposed Key Personnel. The biographical sketch and position description, combined, must not exceed one page for each proposed staff. The position descriptions shall reflect a clear understanding of the technical skills necessary to achieve the results specified in the Application. Resumes/curriculum vitae may not exceed two pages in length per individual; this information should be included as an attachment to the technical application.

3. Management Plan

The Applicant will submit a high quality overall comprehensive management strategy that highlights the Applicant's management plan and staffing/recruitment and cost containment approaches, that minimizes management costs and reserves the highest possible amount for implementing this program.

- a) A very solid, streamlined management plan that incorporates mechanisms for managing the participation and support of the private sector, local organizations and stakeholders;

- b) A rational staffing mix that creatively optimizes the use of resources. Generally, this means strategically weighing the use of long-term and short-term staff, which includes engaging with highly qualified short-term consultants.
- c) Clear description of roles and responsibilities, communications arrangements within the local office as well as with home office backstops, organizational chart, and approach and timeframe for mobilizing. USAID expects that the Applicant will maintain open, timely and effective communications with USAID, resulting in an implementation partnership that proactively addresses potential problems with flexible, workable solutions.

4. Past Performance

As part of the evaluation of performance USAID will evaluate the extent to which the Applicant complies with the following:

- a) Demonstrated recent and relevant technical experience in programs of similar technical content and scope as described in the Program Description.
- b) Demonstrated record in involving and creating partnerships with other stakeholders, including but not limited to local governments, civil society, other donors and private health providers.
- c) Demonstrated record of forecasting and controlling costs including administrative aspects of performance;
- d) Demonstrated record of conforming to contract requirements and to standards of good workmanship, timeliness of performance, including adherence to contract schedules, timely delivery of short-term technical advisors, and effectiveness of home and field office management to make prompt decisions and ensure efficient operation of tasks;
- e) Demonstrated record in effectiveness of key personnel, including effectiveness and appropriateness of personnel for the job, and prompt and satisfactory changes in personnel when problems with clients were identified;

The Applicant must provide information on past performance in accordance with the table below. USAID may use performance information obtained from other than the sources identified by the Applicant/subcontractor. USAID will utilize existing databases of contractor performance information and solicit additional information from the references provided herein and contact the individual(s) indicated as well as others. If the performance information contains negative information on which the Applicant has not previously been given an opportunity to comment, USAID will provide the Applicant an opportunity to comment on it prior to its consideration in the evaluation.

SOW summary	Primary location of work	Term of performance	Dollar Value	Award type & Number	AOTR/COTR name	AOTR/COTR e-mail address and Tel. No.

NOTE: USAID relies on the prime organization's review of partner/subcontractor institutions. However, if deemed necessary to ensure prudent use of USG funds, USAID may conduct its own past performance review of proposed partners/subcontractor institutions.

5. Cost

The Applicant must submit a detailed budget and budget narrative that support its proposed cost estimates. Cost applications will be evaluated based on cost fairness, cost realism, completeness, and reasonableness. Cost realism is defined as the Applicant's ability to project costs which are realistic for the work to be performed; reflect a clear understanding of the requirements; are consistent with the Applicant's technical capacity; and the overall percentage of costs going directly to support the program.

VI. COST/BUSINESS APPLICATION FORMAT

The Cost/Business Application should be prepared following the guidance provided below. All information discussed below should be included in the application in the manner and format described below.

1. Separateness: The Cost/Business application must be completely separate from the applicant's technical application. The application must be submitted using SF 424 and SF 424A "Application for Federal Assistance".

2. Cost Information Submission: The cost information submitted must include three distinct parts: a) the SF 424; b) the budget; and c) budget notes.

a. SF 424

The cost application should be for a period of 5 years using the budget format shown in the SF 424A. (http://www.grants.gov/agencies/aapproved_standard_forms.jsp)

b. Budget

The information to be presented under the Cost/Business Application must be presented per traditional line item by year and by country and with a summary total for all 5 years. Summary tables per country should also be included.

Year 1: October 2010 – September 2011

Year 2: October 2011 – September 2012
Year 3: October 2012 – September 2013
Year 4: October 2013 – September 2014
Year 5: October 2014 – September 2015

The USAID total estimated cost of the Cooperative Agreement is \$30 million, the applicants should submit an initial detailed budget for \$16 million to carry out regional activities in Belize, Honduras, Guatemala, El Salvador, Nicaragua, Costa Rica and Panama; \$8.5 million to carry out bilateral activities in Mexico and reserve \$5.5 million to carry out activities with other Central America Missions' bilateral funds, when and if available in the future.

In the event other Missions choose to participate under this agreement, each Mission will develop its own program description (which must fall under the overall objectives of this program), budget and expected results which will be made part of the resulting Cooperative Agreement under a non-competitive modification.

c. Budget Notes

This section must include an Executive Summary addressing how the organization will maximize the use of local professionals, and an analysis of direct vs. indirect costs proposed (see sample Summary Table below).

To support the costs proposed, please provide detailed budget notes/narrative for all costs explaining how all costs were derived. The combination of the cost data and breakdowns specified above and the cost notes must be sufficient to allow a determination whether the costs estimated are reasonable and realistic. The following section provides guidance on issues involving specific types of costs.

i) Salary and Wages – Propose direct salaries and wages in accordance with applicant's current (as of application submittal) personnel policies.

It is USAID policy that Cooperating Country Nationals (CCN'S) and Third Country Nationals (TCN's), who are hired abroad for work in a cooperating country under USAID-direct agreements, generally be extended the same benefits, and be subject to the same restrictions as TCN's and CCN's employed as direct hires by the USAID Mission. Compensation, including merit or promotion increases paid to TCN's and CCN's may not, without the approval of the Mission Director or the Assistant Administrator having program responsibility for the project, exceed the prevailing compensation paid to personnel performing comparable work in the cooperating country as determined by the USAID Mission. The compensation of such TCN and CCN employees shall be paid in the currency of the cooperating country. Pursuant to the most recent local compensation plan, dated June 7, 2009, the following represent the minimum and maximum annual basic compensation paid for different professional CCN levels:

Professional level	Minimum annual basic rate	Maximum annual basic rate
Clerical staff	Q33,956	Q136,487
Administrative staff	Q123,495	Q278,826
Professional [low level]	Q213,809	Q331,409
Professional [mid level]	Q287,749	Q446,005
Professional [high level]	Q327,864	Q508,188

USAID/Guatemala strongly discourages the inclusion of TCNs in the applications under this RFA.

ii) Fringe Benefits - If the applicant has a fringe benefit rate that has been approved by an agency of the Government, such rate should be used and evidence of its approval should be provided. If a fringe benefit rate has not been so approved, the application should include a detailed breakdown comprised of all items of fringe benefits and the costs of each, expressed in dollars and as a percentage of salaries.

iii) Travel and Transportation - The application should indicate the number of trips, domestic and international, and the estimated costs per trip. Specify the origin and destination for each proposed trip, duration of travel, and number of individuals traveling. Per diem should be based on the applicant's normal and current travel policies (applicants may choose to refer to the Federal Standardized Travel Regulations for cost estimates).

iv) Equipment – Specify all equipment to be purchased, including the type of equipment, the manufacturer, the unit cost, the number of units to be purchased and the expected geographic source.

v) Materials and Supplies – Specify all materials and supplies expected to be purchased, including type, unit cost and units.

vi) Communications – Specific information regarding the type of communication cost at issue (i.e. mail, telephone, cellular phones, internet etc.) must be included in order to allow an assessment of the realism and reasonableness of these types of costs.

vii) Subcontracts/Consultants – Information sufficient to determine the reasonableness of the cost of each specific subcontract and consultant expected to be hired must be included. The level of effort for short-term consultants should not exceed 260 days per year and a 5-day workweek. Similar information should be provided for all consultants as is provided under the category for personnel.

viii) Allowances – Allowances should be broken down by specific type and by person. Allowances should be in accordance with the applicant's policies and the applicable regulations and policies.

ix) Direct Facilities Costs – Specific information regarding the cost of any facilities needed to perform program activities. The information provided should include the unit cost (rent), the time-period the facilities are needed and the number of facilities. Only facilities that directly benefit the program activities should be included in this category; all other facility costs should be included in the indirect cost category.

x) Other Direct Costs - This includes report preparation costs, passports and visas fees, medical exams and inoculations, insurance (other than insurance included in the applicant's fringe benefits, as well as any other miscellaneous costs which directly benefit the program proposed by the applicant). The narrative should provide a breakdown and support for all other direct costs. If seminars and conferences are included, the applicant should indicate the subject, venue and duration of proposed conferences and seminars, expected number of attendees and their relationship to the objectives of the program, along with estimates of costs.

xi) Legal fees – Consulting services (contracting of a legal firm) with regards to organization's registration in Central America and Mexico. However, legal registration (actual amount to be paid to the Host Governments) should be charged to Applicant's indirect costs pool.

xii) Indirect Costs - The applicant should support the proposed indirect cost rate with a letter from a cognizant U.S. Government audit agency or with sufficient information for USAID to determine the reasonableness of any such cost proposed to be associated with this agreement. (For example, a breakdown of labor bases and overhead pools, the method of determining the direct versus the indirect costs, a description of all costs in the pools, etc.).

Non-US organizations without an authorized Negotiated Indirect Cost Rate Agreement (NICRA) should charge the administrative/management costs as direct costs.

xiii) Rules on Source and Origin for Goods and Services - Goods and services provided by the Recipients under this USAID-financed award are expected to be subject to the 000 Geographic Code. Please refer to ADS 310 and 22CFR228 for more information on this subject.

3. Cost Sharing:

The benchmark for cost share will be 20% of the USAID contribution and may include in-kind contributions and equipment. Applicants must submit a detail of what they expect to include under cost share during the life of the program. Cost Share propose must be in accordance with 22CFR226.23.

4. Management Costs: Applicants should minimize their administrative and support costs for managing the project in order to maximize the funds available for project activities. The Applicant must submit a summary of costs reflecting the total and overall percentage of costs that are going directly to support the program; and the total indirect costs.

5. Teaming: If the applicant is a group of organizations that has actually formed a separate entity – i.e. a joint venture -- for the purposes of this application, then the Cost/Business application must include a copy of the documents that set forth the legal relationship between the partner organizations. If no joint venture is involved, the Cost/Business Application should include a complete discussion of the relationship between the applicant and its partner organizations, how work under the program will be allocated, how work will be organized and managed and copies of all agreements between the partner organizations.

In all cases, the cost information provided in part 2.b of this subsection should indicate the amounts committed to each member of the team. The Budget notes described in part 2.c of this subsection should discuss which team member is bearing a particular cost where appropriate and justify and explain the cost in question.

6. Certifications: Certifications included in RFA Section IV must be included with the cost proposal.

7. Financial Resources: The Cost/Business Application should include information on the applicant's financial status and management.

(a) Audited financial statements for the past three years,

(b) Organization chart, by-laws, constitution, and articles of incorporation, if applicable,

(c) If the applicant has made a certification to USAID that its personnel, procurement and travel policies are compliant with applicable OMB circular and other applicable USAID and Federal regulations, a copy of the certification should be included with the application. If the certification has not been made to USAID/Washington, the applicant should submit a copy of its personnel (especially regarding salary and wage scales, merit increases, promotions, leave, differentials, etc.), travel and procurement policies, and indicate whether personnel and travel policies and procedures have been reviewed and approved by any agency of the Federal Government. If so, provide the name, address, and phone number of the cognizant reviewing official.

(d) If applicable, approval of the organization's accounting system by a U. S. Government agency including the name, addresses, and telephone number of the cognizant auditor.

(e) In addition to providing summary cost data in the SF 424A format noted above, applicants are required to summarize cost data using development-focused budgeting (DFB) in cost applications submitted in response to this solicitation. DFB is a customer-based, performance-driven, results-oriented budget system underpinned by outcome management. Outcome management is a management approach that focuses on the development results achieved by providing a service.

SAMPLE SUMMARY

TOTAL COSTS		
Item	Cost	Percentage
Program costs going directly to field activities (Material, mass media campaigns, staff working directly with MARPs, etc.)	\$	%
Administrative Costs (Administrative personnel, premises, utilities, etc.)	\$	%
Indirect Costs	\$	%

SAMPLE BUDGET CHART

Country A						
Input Categories		Year 1				TOTAL
		Result 1	Result 2	Result 3	Result 4	
1.	Labor					
2.	Fringe benefits					
3.	Travel & Transportation					
4.	Equipment and Software					
5.	Subawards					
6.	Other Direct Costs Workshops, seminars & Conferences, community outreach, technical and training materials, training events, supplies					
7.	Administrative Costs Rent and Utilities					
8.	Indirect Costs					
	TOTAL					
	COST SHARE					
	TOTAL PROGRAM COST					

8. Responsibility: The application should include information that substantiates that the applicant:

(a) Has adequate financial resources or the ability to obtain such resources as required during the performance of the Agreement.

(b) Has the ability to comply with the Agreement conditions, taking into account all existing and currently prospective commitments of the applicant, non-governmental and governmental.

(c) Has a satisfactory record of performance. In the absence of evidence to the contrary or circumstances properly beyond the control of the applicant, applicants who are or have been deficient in current or recent performance (when the number of grants, contracts, and cooperative agreements, and the extent of any deficiency of each, are considered) shall be presumed to be unable to meet this requirement. Past unsatisfactory performance will ordinarily be sufficient to justify a determination of non-responsibility, unless there is clear evidence of subsequent satisfactory performance. The Agreement Officer will collect and evaluate data on past performance of applicants.

(d) Has a satisfactory record of integrity and business ethics.

(e) Is otherwise qualified and eligible to receive a cooperative agreement under applicable laws and regulations (e.g., EEO).

Applicant may submit any additional evidence of responsibility considered necessary in order for the Agreement Officer to make a determination of responsibility. Please note that a positive responsibility determination is a requirement for award, and all organization shall be subject to a pre-award survey to verify the information provided and substantiate the determination.

Submit similar information for all partner organizations at the prime level.

IV.6) SUBMISSION DEADLINES

Applications shall be due at 10:00 a.m. Guatemala Time on May 28, 2010. USAID will determine that any applications that are not received by the Agreement Officer by the time and date indicated will be late. Because making an award is critical to USG foreign policy goals, time is important and late application(s) may be accepted, at the sole discretion of the Agreement Officer.

[END OF SECTION IV]

SECTION V – APPLICATION REVIEW INFORMATION

I. EVALUATION CRITERIA

The criteria presented below have been tailored to the requirements of this particular RFA. Applicants should note that these criteria serve to: (a) identify the significant matters which applicants should address in their applications, and (b) set the standard against which all applications will be evaluated.

The technical applications will be evaluated in accordance with the Technical Evaluation Criteria set forth in the RFA. Thereafter, the cost application of all applicants submitting a technically acceptable application will be evaluated for general reasonableness and allowability. To the extent that they are necessary (if award is made based on initial applications), negotiations may then be conducted with all applicants whose application, after discussion and negotiation, has the best chance of being selected for award. An award will be made to responsible applicant whose application offers the greatest value, cost and other factors considered. The government reserves the right to make award without discussions.

A review panel established under the direction of the Agreement Officer will evaluate applications. The review panel and the Agreement Officer will use “Best Value” criteria to determine the proposal most advantageous to the U.S. Government. **All evaluation factors other than cost or price, when combined, are significantly more important than cost or price.** The award shall be made to the responsive and responsible applicant whose combined technical and cost factor offer the best value to the U.S. Government.

All applicants who meet the eligibility and program requirements and conform to the application preparation and submission instructions will be reviewed and scored by a panel of USAID/Guatemala and other USAID missions in Central America reviewers in strict conformity with the evaluation criteria set forth in this section. These criteria have been customized to the requirements of this RFA and serve to (a) identify significant matters that applicants should address and (b) set the standard against which applications will be evaluated.

Technical applications will be evaluated on the basis of the following criteria which are presented in descending order of importance:

1. Technical Approach
2. Management Plan
3. Past Performance
4. Key Personnel
5. Cost

1. Technical Approach

USAID will evaluate the extent to which the Applicant's technical approach will likely meet the objectives and results under this program. Specifically, the Applicant's ability to increase and improve the access, quality, equity and efficiency, of HIV/AIDS prevention activities and services through innovative approaches and high quality and appropriate services targeted to MARPs. This will be demonstrated through the Applicant's technical application including the innovativeness of the intended strategy, and the implementation plan which should outline how the Applicant will achieve the intended results under this program and how the indicators suggested under this RFA will be measured.

The specific criteria are:

- a) Prevention Strategy to MARPS: The overall approach and comprehensive detailed plan that includes also the involvement of private sector for developing an approach to provide a minimum package of prevention activities, that based on evidence directly involves MARPS. The concept of prevention with positives should be an integral element of the strategy proposed.
- b) Indicators and Monitoring Progress: The extent to which the illustrative indicators and the procedures to collect them support program results. The extent to which the strategic information approach will track and measure the accomplishment of each result.
- c) Monitoring and Evaluation Plan: The extent to which the Monitoring and Evaluation Plan contains cost-effective methodologies to quantify and measure progress of activities outlined in the application.
- d) Gender: The extent to which the Program strategies describe and address gender inequity in the region in the area of HIV/AIDS as demonstrated by the level of consideration that is given to address gender inequity taking into consideration the gender characteristics of the AIDS epidemic in Central America and Mexico.

2. Management Plan

Clarity and appropriateness of the comprehensive management strategy that highlights the Applicant's management plan and staffing/recruitment and cost containment approaches, that minimizes management costs and reserves the highest possible amount for implementing this program.

- a) A very solid, streamlined management plan that incorporates mechanisms for managing the participation and support of the private sector, local organizations and stakeholders;
- b) A rational staffing mix that creatively optimizes the use of resources. Generally, this means strategically weighing the use of long-term and short-term staff, which includes engaging with highly qualified short-term consultants.
- c) Clear description of roles and responsibilities, communications arrangements within the local office as well as with home office backstops, organizational chart, and approach and timeframe for mobilizing. USAID expects that the Applicant will maintain open, timely and effective communications with USAID, resulting in an implementation partnership that proactively addresses potential problems with flexible, workable solutions.

3. Past Performance

As part of the evaluation of performance USAID will evaluate the extent to which the Applicant complies with the following:

- a) Demonstrated recent and relevant success in the implementation of HIV/AIDS prevention programs and technical experience in programs of similar technical content and scope as described in the Program Description.
- b) Demonstrated record in involving and create partnerships with local governments, civil society, other donors and private health providers among others.
- c) Demonstrated record of forecasting and controlling costs including administrative aspects of performance;
- d) Demonstrated record of conforming to Assistance/Acquisition requirements and to standards of good workmanship, timeliness of performance, including adherence to contract schedules, timely delivery of reports and other products, and effectiveness of home and field office management to make prompt decisions and ensure efficient operation of tasks;

4. Key Personnel

The evaluation of the Key Personnel will be based on the extent to which the proposed Key Positions, and the proposed staffing for those positions, meet the requirements for executing this program as specified in Section V, Technical

Information Format, Key Personnel. Evaluation will also include the strengths and qualifications of the Key Personnel candidates proposed in relation to the required qualifications identified in Section the aforementioned section.

5. Cost

Cost applications will be evaluated based on cost fairness, cost realism, completeness, and reasonableness. Cost realism is defined as the Applicant's ability to project costs which are realistic for the work to be performed; reflect a clear understanding of the requirements; and are consistent with the Applicant's technical capacity. The Cost Share requirement will also be evaluated. Administrative and management costs will be closely scrutinized to determine if financial resources are maximized to support the program approach.

II. EVALUATION SYSTEM

The following adjectival scoring system will be used by the technical evaluation committee to assess each of the technical criteria and the technical applications as a whole:

"Outstanding"	O Very significantly exceeds most or all solicitation requirements. Response exceeds a "Better" rating. The applicant has clearly demonstrated an understanding of all aspects of the requirements to the extent that timely and highest quality performance is anticipated.
"Better"	B Fully meets all solicitation requirements and significantly exceeds many of the solicitation requirements. Response exceeds an "Acceptable" rating. The areas in which the applicant exceeds the requirements are anticipated to result in a high level of efficiency or productivity or quality.
"Acceptable"	A Meets all solicitation requirements. Complete, comprehensive, and exemplifies an understanding of the scope and depth of the task requirements as well as the applicant's understanding of the Government's requirements.
"Marginal"	M Less than "Acceptable." There are some deficiencies in the technical proposal. However, given the opportunity for discussions, the technical proposal has a reasonable chance of becoming at least "Acceptable." (Areas of a technical proposal which remain to be "Marginal" after "Final Application Revision" offers shall not be subject to further discussion or revision.) If award is made on the initial offers, there will not be an opportunity for discussions nor a chance to become at least "Acceptable."
"Unacceptable"	U Technical application has many deficiencies and/or gross omissions: Failure to understand much of the scope of work necessary to perform the required tasks; failure to provide a

reasonable, logical approach to fulfilling much of the Government's requirements; failure to meet many personnel requirements of the solicitation. (When applying this adjective to the technical proposal as a whole, the technical proposal must be so unacceptable in one or more areas that it would have to be significantly revised to attempt to make it other than acceptable.)

XIV. Branding Strategy and Marking Plan

Pursuant to ADS 303.3.6.3.f and ADS 320.3.1.2, the **apparently successful** applicant will be requested to submit a Branding Strategy and Marking Plan that will have to be successfully negotiated **before** a cooperative agreement will be awarded. These plans shall be prepared in accordance with the guidance in ADS 320.3.1.2, 22 CFR 226.91 and the references therein. Please note that the Branding Strategy and Marking Plan shall not be included with the original application but shall be provided only after a written request of the Agreement Officer.

The AO evaluates and approves the Branding Strategy and a Marking Plan (including any request for exceptions) of the apparently successful applicant, consistent with the provisions "Branding Strategy," "Marking Plan," and "Marking of USAID-funded Assistance Awards" contained in **AAPD 05-11, 22 CFR 226.91, and ADS 320.**

Due to the sensitivity of the HIV/AIDS related topics in the region, the USAID AOTR will provide prior approval of all training, promotional, education, communication; media releases materials, otherwise known as "IEC materials" and mass media campaigns that the applicant develops prior to printing, reproducing, disseminating or airing.

IV. AWARD:

The Agreement Officer's decision about the funding of an award is final and not subject to review. Any information that may impact the Agreement Officer's decision shall be directed to the Agreement Officer.

Authority to obligate the Government: the Agreement Officer is the only individual who may legally commit the U.S. Government to the expenditure of public funds. No costs chargeable to the proposed Agreement may be incurred before receipt of either an Agreement signed by the Agreement Officer or a specific, written authorization from the Agreement Officer.

[END OF SECTION V]

SECTION VI – AWARD AND ADMINISTRATION INFORMATION

I. AWARD NOTIFICATION

Notice of Award signed by the Agreement Officer is the authorizing document, which shall be transmitted to the Recipient for countersignature to the authorized agent of the successful organization electronically.

Request for debriefings: USAID will follow the procedures included in ADS 303.3.7.2 to receive and accept requests for debriefings from unsuccessful applicants.

II. ROLES AND RESPONSIBILITIES

The applicant shall be responsible to USAID/Guatemala for all matters related to the execution of the agreement. Specifically, the recipient shall report to the USAID Agreement's Officer Technical Representative (AOTR) located within the Health and Education Office (HEO).

III. REPORTING

The Applicant will be required to submit the following reports to the Agreement Officer Technical Representative (AOTR) in hard copy (one original and one copy):

A. Annual Work Plan

Within 45 days of award of the Cooperative Agreement, the Applicant will submit in English for USAID AOTR approval of its first Annual Work Plan covering the period from award date through September 30, 2011. There will be separate work plans and budgets for activities financed by the bilateral missions.

The Annual Work Plans must include:

- Proposed accomplishments for the fiscal year, and expected progress toward achieving Cooperative Agreement results that are linked to the Performance Monitoring Plan (PMP);
- Timeline for implementation of the year's proposed activities, including target completion dates and persons responsible for the activity;
- Information on how activities will be implemented;
- Analysis of possible obstacles hindering achievement of objectives;
- Detailed budget by principal activities and also by line item. Beginning on year 2, the Annual Work Plan must show planned expenditures and actual expenditures to date, including the pipelines of funds unspent;
- Activity Fact Sheet or Activity Profile, in Spanish and English, that summarizes pertinent information regarding the Cooperative Agreement that can be used for preparing media kits and for disseminating to interested stakeholders;

- A description of any information, communication, education, and training materials and behavior change events planned. These materials will be submitted for AOTR approval at the design stage prior to printing, reproducing, disseminating or airing. AOTR approval will focus on the materials' technical content, presentation, and compliance with the Branding Strategy and Marking Plan. The Applicant must ensure that all branding and marking specifications laid out in the Branding Strategy and Marking Plan have been followed prior to submitting the material for AOTR approval. Additional approvals may be necessary to comply with USAID's "Communications Policy."
- A list of all training events local and international to be sponsored during the fiscal year.
- A list of local and international training events that the staff will attend during the fiscal year.

Likewise, the delegated personnel in each of the participating missions will approve the work plans for the activities to be carried out with their bilateral funds.

B. Performance Monitoring Plan

Based on the information of the application, the Applicant will be required to develop a Performance Management Plan (PMP) in accordance with USAID's regional HIV/AIDS PMP for the complete award period and submit in English for USAID/Guatemala review and approval within 45 days after the effective date of the Cooperative Agreement. The PMP will have incorporated into it the comments made by USAID during the negotiation process. The PMP will include the performance indicators for each component as specified in the Program Description in accordance with the definition and unit of measurement described in the PEPFAR Next Generation Indicators Reference Guide (August 2009). These indicators may change as further guidance is issued by the Office of the Global AIDS Coordinator.

The PMP will contain plans for collection of baseline and end line data (annual and end-of-program) on all indicators spelled out in detail, definition and unit of measure. Baselines and targets indicators shall be disaggregated by sex, by type of MARP, and age wherever significant differences exist between these categories. Once approved, this plan will provide the basis for the Applicant's progress reporting throughout the life of the Cooperative Agreement. The Plan shall clearly describe the data collection method, data source, time-frame and cost of data acquisition. The Applicant shall apply the USAID criteria for selecting performance indicators – that is, that they be direct, objective, practical, adequate, management useful, reflect progress toward achieving results, and attributable to USAID (except for context indicators).

The Applicant must also ensure adequate attention is given to the data collection process to ensure that quality data are collected and available to inform management decisions. The key criteria for assessing the quality of performance data are: validity, reliability, timeliness, precision, and integrity.

Any resulting modification under the Cooperative Agreement which includes activities for other countries will include its own PMP and the delegated personnel in each of the participating missions will approve the PMP for the activities to be carried out with their bilateral funds.

C. Quarterly Performance Reports

Thirty (30) days after the end of each quarter, the Applicant will be required to provide in English quarterly performance reports to describe activities undertaken during the quarter, report on progress made toward achieving results, and make necessary adjustments for activities, timelines, etc. that will be undertaken in the next quarter.

The fourth quarterly report shall also serve as the Annual Performance Report and shall be submitted in English on October 31 of each year. Due to particular reporting needs, the draft must be submitted 15 days after the end of the fiscal year. Any implementation problems should be discussed in the reports as well as proposed corrective actions and the costs associated with the delay. These reports must include a specific section on compliance with the approved annual work plan. Additionally these reports will include the following as needed: Specify gender considerations in implementation and performance during the quarter; and include environmental mitigation measures monitoring. The annual report should also consolidate data from the previous quarterly reports in order to present annual totals for the numerical targets.

The Annual reports shall include success stories for publication as well as amount of federal funds used and counterpart resources. The annual report should focus on accomplishments, progress and problems toward achievement of results, performance measures, indicators and benchmarks, tied to the Annual Work Plan and the Performance Monitoring Plan targets, for the quarter and the entire previous fiscal year. Starting on year 3 of implementation, the final report shall include a summary of lessons learned and recommendations that might be relevant to programming, design and implementation of similar or follow-on activities.

As part of each quarterly report, the Applicant shall submit a list of all in-country training events performed during the reporting period. This report shall include at a minimum: name of the training program, field of study, relationship to the objectives of this instrument, start and end dates, estimated cost (USAID's cost and partner's cost disaggregated by instruction, trainee, and travel) and number of male and female participants. For all the international training, the Applicant shall follow the guidelines described in ADS 252 and 253 and shall allow at least twelve weeks prior to the begin date of the training program to comply with the requirements therein described. U.S. and third country training information shall also be included in each quarterly report.

The Applicant is required to provide quarterly data for the required Performance Indicators. An excel sheet will be provided for standardized reporting. The excel indicator report must be submitted as an annex to the quarterly reports.

The Applicant will be required to include in Quarterly Reports the indicators to feed the Semi Annual Performance Report (SAPR) and Annual Performance Report (APR), once the Partnership Framework and its corresponding Regional Operational Plan have been approved. The indicators will be specified as soon as this process concludes.

A summary with the major achievements, results and challenges by country must be included also in the Quarterly Reports, to be submitted to USAID/Guatemala and USAID/Mexico and any bilateral program providing funding to CA

Regular reporting by the implementing partner to the AOTR will include a section on environmental compliance.

Each bilateral USAID mission participating in this program will receive a copy of Quarterly Performance Reports supported with their funds and covering activities implemented in their respective countries with regional funds.

The Applicant will be required to submit technical reports, in English to USAID's Development Experience Clearinghouse (DEC) in either electronic (preferred) or paper form to one of the following: (A) Online: <http://dec.usaid.gov>; or (B) By Mail (for pouch delivery): DEC Document Submissions, M/CIO/KM/DEC, RRB M.01-010, Washington, DC 20523-6100. Also, the Applicant will be required to submit a list of the documents sent to DEC every quarter of the Agreement along with the Quarterly Performance Reports.

D. Accrual Reports

The Applicant will be required to submit in PDF File to the AOTR and other administrative staff as indicated by USAID, on a quarterly basis (30 days prior the close of the quarter), an estimated accrual report including the following information, in a format to be provided by USAID:

1. Total amount obligated,
2. Total amount invoiced,, and
3. Total amount expended but not yet invoiced.

E. Final Performance Report

This report is required within 90 days of the expiration of the Cooperative Agreement. The final performance report should include a description of the activity, the accomplishments and successes achieved during the Cooperative Agreement period in

terms of the expectations of activity design and changes in the activity environment as well as any shortcomings and/or difficulties encountered; an assessment of the progress towards achievement of the objectives or results, including gender aspects; a summary of performance indicators used and an assessment of their relative usefulness. It also must include a list of all publications, evaluations and media products that were sent to the USAID Development Experience Clearing House during the life of the Cooperative Agreement.

Each bilateral USAID mission participating in this program will receive a copy of Final Performance Report supported with their funds and covering activities implemented in their respective countries with regional funds.

The Applicant will be required to submit technical reports, in English to USAID's Development Experience Clearinghouse (DEC) in either electronic (preferred) or paper form to one of the following: (A) Online: <http://dec.usaid.gov>; or (B) By Mail (for pouch delivery): DEX Document Submissions, M/CIO/KM/DEC, RRB M.01-010, Washington, DC 20523-6100.

F. Reporting of Foreign Taxes

Standard Provisions require the submission of the Annual Reporting of Foreign Taxes on April 16 of each year. However, since the completion date of this Agreement will be September 30 of 2015, the Recipient will be requested to submit its Annual Reporting of Foreign Taxes corresponding to the last year of program activities along with the submission of its Final Report, which will be due 90 days after the completion of the program.

G. Financial Reporting

The Recipient shall submit an original and two copies to the AOTR. Financial Reports shall comply with requirements found under 22 CFR 226.52 for both, U.S. and Non-U.S. Organizations.

The Applicant will be required to use the Federal Financial Report, SF-425, required by 22 CFR Part 226.

Electronic copies of the SF-425 can be found at http://www.whitehouse.gov/omb/grants/standard_forms/ff_report.pdf and <http://www.forms.gov/bgfPortal/docDetails.do?dId=15149>.

Line item instructions for completing the SF-425 can be found at: http://www.whitehouse.gov/omb/grants/standard_forms/ffr_instructions.pdf."

It is important to track the level of funds disaggregated by country and by component, and to report them at least in the Annual Report according to the line items included into the general budget.

These reports will need to separate out expenditures for each of the bilateral mission contributions if any.

IV. VALUE ADDED TAX

See Mission Order No. 6.6 Attached in the Attachment 3 for Value Added Tax (VAT) Exemption Procedures, January 1, 2000 and instructions that apply to sub-awardees under prime USAID recipients.

V. PARTICIPANT TRAINING

For all training activities financed under this cooperative agreement and conducted either in-country or in the U.S., or in a third country, the contractor must comply with Automated Directives System (ADS) Chapter 253 – Training for Development and other USAID/Guatemala specific policies and procedures governing the effective, efficient planning, design, and implementation of such training programs.

The applicant must also comply with the requirements established in ADS 252 (Visa Compliance for Exchange Visitors).

VI. DONOR COORDINATION

Although USAID funds may not be co-mingled with other donors' contributions, the implementation of the USAID-funded program should be designed in such a way as to complement other donor initiatives and promote a shared donor platform of support for the objectives under this program. Therefore, the proposal should specify mechanism(s) that will be used to coordinate these USAID-funded activities with other donors' activities.

VII. HIV/AIDS TEST KITS

If the Applicant proposes as part of its strategy to purchase HIV/AIDS test kits, the test kits have to be chosen from the "List of Approved HIV/AIDS Rapid Test Kits" in the following link:

http://www.usaid.gov/our_work/global_health/aids/TechAreas/treatment/scms.html#resources

VIII. STANDARD PROVISIONS

The following Standard Provisions will apply to the resulting award:

- **U.S. organizations** - Standard Provisions for U.S. Nongovernmental Recipients - Attachment No. 4
- **Non-U.S. organizations** - Standard Provisions for Non-U.S., Nongovernmental Recipients - Attachment No. 5

[END OF SECTION VI]

SECTION VII – AGENCY CONTACTS

The Agreement Officer for this Award is:

Agreement Officer
USAID/San Salvador

The A&A Specialist for this Award is:

Ms. Indyra Gonzalez
Acquisition Specialist
USAID/Guatemala
Email: igonzalez@usaid.gov
Telephone: (502) 2422-4125

SECTION VIII – OTHER INFORMATION

USAID reserves the right to fund any or none of the applications submitted as a result of this Request for Applications (RFA)

I. BRANDING STRATEGY - ASSISTANCE (December 2005):

(a) Definitions

Branding Strategy means a strategy that is submitted at the specific request of a USAID Agreement Officer by an apparently successful applicant after evaluation of an application for USAID funding, describing how the program, project, or activity is named and positioned, and how it is promoted and communicated to beneficiaries and host country citizens. It identifies all donors and explains how they will be acknowledged.

Apparently, Successful Applicant(s) means the applicant(s) for USAID funding recommended for an award after evaluation, but who has not yet been awarded a grant, cooperative agreement or other assistance award by the Agreement Officer. The Agreement Officer will request that the Apparently Successful Applicants submit a Branding Strategy and Marking Plan. Apparently, Successful Applicant status confers no right and constitutes no USAID commitment to an award.

USAID Identity (Identity) means the official marking for the Agency, comprised of the USAID logo and new brand mark, which clearly communicates that our assistance is from the American people. The USAID Identity is available on the USAID website and is provided without royalty, license, or other fee to recipients of USAID-funded grants or cooperative agreements or other assistance awards or subawards.

(b) Submission. The Apparently Successful Applicant, upon request of the Agreement Officer, will submit and negotiate a Branding Strategy. The Branding Strategy will be included in and made a part of the resulting grant or cooperative agreement. The Branding Strategy will be negotiated within the time that the Agreement Officer specifies. Failure to submit and negotiate a Branding Strategy will make the applicant ineligible for award of a grant or cooperative agreement. The Apparently Successful Applicant must include all estimated costs associated with branding and marking USAID programs, such as plaques, stickers, banners, press events and materials, and the like.

(c) Submission Requirements

At a minimum, the Apparently Successful Applicant's Branding Strategy will address the following:

(1) Positioning

What is the intended name of this program, project, or activity?

Guidelines: USAID prefers to have the USAID Identity included as part of the program or project name, such as a "title sponsor," if possible and appropriate. It is acceptable to "co-brand" the

title with USAID's and the Apparently Successful Applicant's identities. For example: "The USAID and [Apparently Successful Applicant] Health Center."

If it would be inappropriate or is not possible to "brand" the project this way, such as when rehabilitating a structure that already exists or if there are multiple donors, please explain and indicate how you intend to showcase USAID's involvement in publicizing the program or project. For example: School #123, rehabilitated by USAID and [Apparently Successful Applicant]/ [other donors]. Note: the Agency prefers "made possible by (or with) the generous support of the American People" next to the USAID Identity in acknowledging our contribution, instead of the phrase "funded by." USAID prefers local language translations.

Will a program logo be developed and used consistently to identify this program? If yes, please attach a copy of the proposed program logo.

Note: USAID prefers to fund projects that do NOT have a separate logo or identity that competes with the USAID Identity.

(2) Program Communications and Publicity

Who are the primary and secondary audiences for this project or program?

Guidelines: Please include direct beneficiaries and any special target segments or influencers. For Example: Primary audience: schoolgirls age 8-12, Secondary audience: teachers and parents—specifically mothers.

What communications or program materials will be used to explain or market the program to beneficiaries?

Guidelines: These include training materials, posters, pamphlets, Public Service Announcements, billboards, websites, and so forth.

What is the main program message(s)?

Guidelines: For example: "Be tested for HIV-AIDS" or "Have your child inoculated." Please indicate if you also plan to incorporate USAID's primary message – this aid is "from the American people" – into the narrative of program materials. This is optional; however, marking with the USAID Identity is required.

Will the recipient announce and promote publicly this program or project to host country citizens? If yes, what press and promotional activities are planned?

Guidelines: These may include media releases, press conferences, public events, and so forth. Note: incorporating the message, "USAID from the American People", and the USAID Identity is required.

Please provide any additional ideas about how to increase awareness that the American people support this project or program.

Guidelines: One of our goals is to ensure that both beneficiaries and host-country citizens know that the aid the Agency is providing is "from the American people." Please provide any initial ideas on how to further this goal.

(3) Acknowledgements

Will there be any direct involvement from a host-country government ministry? If yes, please indicate which one or ones. Will the recipient acknowledge the ministry as an additional co-sponsor?

Note: it is perfectly acceptable and often encouraged for USAID to "co-brand" programs with government ministries.

Please indicate if there are any other groups whose logo or identity the recipient will use on program materials and related communications.

Guidelines: Please indicate if they are also a donor or why they will be visibly acknowledged, and if they will receive the same prominence as USAID.

(d) Award Criteria. The Agreement Officer will review the Branding Strategy for adequacy, ensuring that it contains the required information on naming and positioning the USAID-funded program, project, or activity, and promoting and communicating it to cooperating country beneficiaries and citizens. The Agreement Officer also will evaluate this information to ensure that it is consistent with the stated objectives of the award; with the Apparently Successful Applicant's cost data submissions; with the Apparently Successful Applicant's project, activity, or program performance plan; and with the regulatory requirements set out in 22 CFR 226.91. The Agreement Officer may obtain advice and recommendations from technical experts while performing the evaluation.

II. MARKING PLAN – ASSISTANCE (December 2005)

(a) Definitions

Marking Plan means a plan that the Apparently Successful Applicant submits at the specific request of a USAID Agreement Officer after evaluation of an application for USAID funding, detailing the public communications, commodities, and program materials and other items that will visibly bear the USAID Identity. Recipients may request approval of Presumptive Exceptions to marking requirements in the Marking Plan.

Apparently Successful Applicant(s) means the applicant(s) for USAID funding recommended for an award after evaluation, but who has not yet been awarded a grant, cooperative agreement or other assistance award by the Agreement Officer. The Agreement Officer will request that Apparently Successful Applicants submit a Branding Strategy and Marking Plan. Apparently Successful Applicant status confers no right and constitutes no USAID commitment to an award, which the Agreement Officer must still obligate.

USAID Identity (Identity) means the official marking for the Agency, comprised of the USAID logo and new brand mark, which clearly communicates that our assistance is from the American people. The USAID Identity is available on the USAID website and USAID provides it without royalty, license, or other fee to recipients of USAID funded grants, cooperative agreements, or other assistance awards or subawards.

A Presumptive Exception exempts the applicant from the general marking requirements for a particular USAID-funded public communication, commodity, program material or other deliverable, or a category of USAID-funded public communications, commodities, program materials or other deliverables that would otherwise be required to visibly bear the USAID Identity. The Presumptive Exceptions are:

Presumptive Exception (i). USAID marking requirements may not apply if they would compromise the intrinsic independence or neutrality of a program or materials where independence or neutrality is an inherent aspect of the program and materials, such as election monitoring or ballots, and voter information literature; political party support or public policy advocacy or reform; independent media, such as television and radio broadcasts, newspaper articles and editorials; and public service announcements or public opinion polls and surveys (22 C.F.R. 226.91(h)(1)).

Presumptive Exception (ii). USAID marking requirements may not apply if they would diminish the credibility of audits, reports, analyses, studies, or policy recommendations whose data or findings must be seen as independent (22 C.F.R. 226.91(h)(2)).

Presumptive Exception (iii). USAID marking requirements may not apply if they would undercut host-country government “ownership” of constitutions, laws, regulations, policies, studies, assessments, reports, publications, surveys or audits, public service announcements, or other communications better positioned as “by” or “from” a cooperating country ministry or government official (22 C.F.R. 226.91(h)(3)).

Presumptive Exception (iv). USAID marking requirements may not apply if they would impair the functionality of an item, such as sterilized equipment or spare parts (22 C.F.R. 226.91(h)(4)).

Presumptive Exception (v). USAID marking requirements may not apply if they would incur substantial costs or be impractical, such as items too small or otherwise unsuited for individual marking, such as food in bulk (22 C.F.R. 226.91(h)(5)).

Presumptive Exception (vi). USAID marking requirements may not apply if they would offend local cultural or social norms, or be considered inappropriate on such items as condoms, toilets, bed pans, or similar commodities (22 C.F.R. 226.91(h)(6)).

Presumptive Exception (vii). USAID marking requirements may not apply if they would conflict with international law (22 C.F.R. 226.91(h)(7)).

(b) Submission. The Apparently Successful Applicant, upon the request of the Agreement Officer, will submit and negotiate a Marking Plan that addresses the details of the public communications, commodities, program materials that will visibly bear the USAID Identity. The marking plan will be customized for the particular program, project, or activity under the resultant grant or cooperative agreement. The plan will be included in and made a part of the resulting grant or cooperative agreement. USAID and the Apparently Successful Applicant will negotiate the Marking Plan within the time specified by the Agreement Officer. Failure to submit and negotiate a Marking Plan will make the applicant ineligible for award of a grant or cooperative agreement. The applicant must include an estimate of all costs associated with branding and marking USAID programs, such as plaques, labels, banners, press events,

promotional materials, and so forth in the budget portion of its application. These costs are subject to revision and negotiation with the Agreement Officer upon submission of the Marking Plan and will be incorporated into the Total Estimated Amount of the grant, cooperative agreement or other assistance instrument.

(c) Submission Requirements. The Marking Plan will include the following:

(1) A description of the public communications, commodities, and program materials that the recipient will be produced as a part of the grant or cooperative agreement and which will visibly bear the USAID Identity. These include:

(i) program, project, or activity sites funded by USAID, including visible infrastructure projects or other programs, projects, or activities that are physical in nature;

(ii) technical assistance, studies, reports, papers, publications, audio-visual productions, public service announcements, Web sites/Internet activities and other promotional, informational, media, or communications products funded by USAID;

(iii) events financed by USAID, such as training courses, conferences, seminars, exhibitions, fairs, workshops, press conferences, and other public activities; and (iv) all commodities financed by USAID, including commodities or equipment provided under humanitarian assistance or disaster relief programs, and all other equipment, supplies and other materials funded by USAID, and their export packaging.

(2) A table specifying:

(i) the program deliverables that the recipient will mark with the USAID Identity,

(ii) the type of marking and what materials the applicant will be used to mark the program deliverables with the USAID Identity, and

(iii) when in the performance period the applicant will mark the program deliverables, and where the applicant will place the marking.

(3) A table specifying:

(i) what program deliverables will not be marked with the USAID Identity, and

(ii) the rationale for not marking these program deliverables.

(d) Presumptive Exceptions.

(1) The Apparently Successful Applicant may request a Presumptive Exception as part of the overall Marking Plan submission. To request a Presumptive Exception, the Apparently Successful Applicant must identify which Presumptive Exception applies, and state why, in light of the Apparently Successful Applicant's technical proposal and in the context of the program description or program statement in the USAID Request For Application or Annual Program Statement, marking requirements should not be required.

(2) Specific guidelines for addressing each Presumptive Exception are:

(i) For Presumptive Exception (i), identify the USAID Strategic Objective, Interim Result, or program goal furthered by an appearance of neutrality, or state why the program, project, activity, commodity, or communication is 'intrinsically neutral.' Identify, by category or deliverable item, examples of program materials funded under the award for which you are seeking exception 1.

(ii) For Presumptive Exception (ii), state what data, studies, or other deliverables will be produced under the USAID funded award, and explain why the data, studies, or deliverables must be seen as credible.

(iii) For Presumptive Exception (iii), identify the item or media product produced under the USAID funded award, and explain why each item or product, or category of item and product, is better positioned as an item or product produced by the cooperating country government.

(iv) For Presumptive Exception (iv), identify the item or commodity to be marked, or categories of items or commodities, and explain how marking would impair the item's or commodity's functionality.

(v) For Presumptive Exception (v), explain why marking would not be cost-beneficial or practical.

(vi) For Presumptive Exception (vi), identify the relevant cultural or social norm, and explain why marking would violate that norm or otherwise be inappropriate.

(vii) For Presumptive Exception (vii), identify the applicable international law violated by marking.

(3) The Agreement Officer will review the request for adequacy and reasonableness. In consultation with the Cognizant Technical Officer and other agency personnel as necessary, the Agreement Officer will approve or disapprove the requested Presumptive Exception. Approved exceptions will be made part of the approved Marking Plan, and will apply for the term of the award, unless provided otherwise.

(e) Award Criteria: The Agreement Officer will review the Marking Plan for adequacy and reasonableness, ensuring that it contains sufficient detail and information concerning public communications, commodities, and program materials that will visibly bear the USAID Identity. The Agreement Officer will evaluate the plan to ensure that it is consistent with the stated objectives of the award; with the applicant's cost data submissions; with the applicant's actual project, activity, or program performance plan; and with the regulatory requirements of 22 C.F.R. 226.91. The Agreement Officer will approve or disapprove any requested Presumptive Exceptions (see paragraph (d)) on the basis of adequacy and reasonableness. The Agreement Officer may obtain advice and recommendations from technical experts while performing the evaluation.

III. MARKING UNDER USAID-FUNDED ASSISTANCE INSTRUMENTS (December 2005)

(a) Definitions

Commodities mean any material, article, supply, goods or equipment, excluding recipient offices, vehicles, and non-deliverable items for recipient's internal use, in administration of the USAID funded grant, cooperative agreement, or other agreement or sub-agreement.

Principal Officer means the most senior officer in a USAID Operating Unit in the field, e.g., USAID Mission Director or USAID Representative. For global programs managed from Washington but executed across many countries, such as disaster relief and assistance to internally displaced persons, humanitarian emergencies or immediate post conflict and political crisis response, the cognizant Principal Officer may be an Office Director, for example, the Directors of USAID/W/Office of Foreign Disaster Assistance and Office of Transition Initiatives. For non-presence countries, the cognizant Principal Officer is the Senior USAID officer in a regional USAID Operating Unit responsible for the non-presence country, or in the absence of such a responsible operating unit, the Principal U.S Diplomatic Officer in the non-presence country exercising delegated authority from USAID.

Programs mean an organized set of activities and allocation of resources directed toward a common purpose, objective, or goal undertaken or proposed by an organization to carry out the responsibilities assigned to it.

Projects include all the marginal costs of inputs (including the proposed investment) technically required to produce a discrete marketable output or a desired result (for example, services from a fully functional water/sewage treatment facility).

Public communications are documents and messages intended for distribution to audiences external to the recipient's organization. They include, but are not limited to, correspondence, publications, studies, reports, audio visual productions, and other informational products; applications, forms, press and promotional materials used in connection with USAID funded programs, projects or activities, including signage and plaques; Web sites/Internet activities; and events such as training courses, conferences, seminars, press conferences and so forth.

Subrecipient means any person or government (including cooperating country government) department, agency, establishment, or for profit or nonprofit organization, that receives a USAID subaward, as defined in 22 C.F.R. 226.2.

Technical Assistance means the provision of funds, goods, services, or other foreign assistance, such as loan guarantees or food for work, to developing countries and other USAID recipients, and through such recipients to subrecipients, in direct support of a development objective – as opposed to the internal management of the foreign assistance program.

USAID Identity (Identity) means the official marking for the United States Agency for International Development (USAID), comprised of the USAID logo or seal and new brand mark, with the tagline that clearly communicates that our assistance is "from the American people." The USAID Identity is available on the USAID website at www.usaid.gov/branding and USAID provides it without royalty, license, or other fee to recipients of USAID-funded grants, or cooperative agreements, or other assistance awards.

(b) Marking of Program Deliverables

- (1) All recipients must mark appropriately all overseas programs, projects, activities, public communications, and commodities partially or fully funded by a USAID grant or cooperative agreement or other assistance award or subaward with the USAID Identity, of a size and prominence equivalent to or greater than the recipient's, other donor's, or any other third party's identity or logo.
- (2) The Recipient will mark all program, project, or activity sites funded by USAID, including visible infrastructure projects (for example, roads, bridges, buildings) or other programs, projects, or activities that are physical in nature (for example, agriculture, forestry, water management) with the USAID Identity. The Recipient should erect temporary signs or plaques early in the construction or implementation phase. When construction or implementation is complete, the Recipient must install a permanent, durable sign, plaque or other marking.
- (3) The Recipient will mark technical assistance, studies, reports, papers, publications, audio-visual productions, public service announcements, Web sites/Internet activities and other promotional, informational, media, or communications products funded by USAID with the USAID Identity.
- (4) The Recipient will appropriately mark events financed by USAID, such as training courses, conferences, seminars, exhibitions, fairs, workshops, press conferences and other public activities, with the USAID Identity. Unless directly prohibited and as appropriate to the surroundings, recipients should display additional materials, such as signs and banners, with the USAID Identity. In circumstances in which the USAID Identity cannot be displayed visually, the recipient is encouraged otherwise to acknowledge USAID and the American people's support.
- (5) The Recipient will mark all commodities financed by USAID, including commodities or equipment provided under humanitarian assistance or disaster relief programs, and all other equipment, supplies, and other materials funded by USAID, and their export packaging with the USAID Identity.
- (6) The Agreement Officer may require the USAID Identity to be larger and more prominent if it is the majority donor, or to require that a cooperating country government's identity be larger and more prominent if circumstances warrant, and as appropriate depending on the audience, program goals, and materials produced.
- (7) The Agreement Officer may require marking with the USAID Identity in the event that the recipient does not choose to mark with its own identity or logo.
- (8) The Agreement Officer may require a pre-production review of USAID-funded public communications and program materials for compliance with the approved Marking Plan.
- (9) Subrecipients. To ensure that the marking requirements "flow down" to subrecipients of subawards, recipients of USAID funded grants and cooperative agreements or other

assistance awards will include the USAID-approved marking provision in any USAID funded subaward, as follows:

“As a condition of receipt of this subaward, marking with the USAID Identity of a size and prominence equivalent to or greater than the recipient’s, subrecipient’s, other donor’s or third party’s is required. In the event the recipient chooses not to require marking with its own identity or logo by the subrecipient, USAID may, at its discretion, require marking by the subrecipient with the USAID Identity.”

(10) Any ‘public communications’, as defined in 22 C.F.R. 226.2, funded by USAID, in which the content has not been approved by USAID, must contain the following disclaimer:

“This study/report/audio/visual/other information/media product (specify) is made possible by the generous support of the American people through the United States Agency for International Development (USAID). The contents are the responsibility of [insert recipient name] and do not necessarily reflect the views of USAID or the United States Government.”

(11) The recipient will provide the Cognizant Technical Officer (CTO) or other USAID personnel designated in the grant or cooperative agreement with two copies of all program and communications materials produced under the award. In addition, the recipient will submit one electronic or one hard copy of all final documents to USAID’s Development Experience Clearinghouse.

(c) Implementation of marking requirements.

(1) When the grant or cooperative agreement contains an approved Marking Plan, the recipient will implement the requirements of this provision following the approved Marking Plan.

(2) When the grant or cooperative agreement does not contain an approved Marking Plan, the recipient will propose and submit a plan for implementing the requirements of this provision within [Agreement Officer fill-in] days after the effective date of this provision. The plan will include:

(i) A description of the program deliverables specified in paragraph (b) of this provision that the recipient will produce as a part of the grant or cooperative agreement and which will visibly bear the USAID Identity.

(ii) the type of marking and what materials the applicant uses to mark the program deliverables with the USAID Identity,

(iii) when in the performance period the applicant will mark the program deliverables, and where the applicant will place the marking,

(3) The recipient may request program deliverables not be marked with the USAID Identity by identifying the program deliverables and providing a rationale for not marking these program deliverables. Program deliverables may be exempted from USAID marking requirements when:

- (i) USAID marking requirements would compromise the intrinsic independence or neutrality of a program or materials where independence or neutrality is an inherent aspect of the program and materials;
 - (ii) USAID marking requirements would diminish the credibility of audits, reports, analyses, studies, or policy recommendations whose data or findings must be seen as independent;
 - (iii) USAID marking requirements would undercut host-country government “ownership” of constitutions, laws, regulations, policies, studies, assessments, reports, publications, surveys or audits, public service announcements, or other communications better positioned as “by” or “from” a cooperating country ministry or government official;
 - (iv) USAID marking requirements would impair the functionality of an item;
 - (v) USAID marking requirements would incur substantial costs or be impractical;
 - (vi) USAID marking requirements would offend local cultural or social norms, or be considered inappropriate;
 - (vii) USAID marking requirements would conflict with international law.
- (4) The proposed plan for implementing the requirements of this provision, including any proposed exemptions, will be negotiated within the time specified by the Agreement Officer after receipt of the proposed plan. Failure to negotiate an approved plan with the time specified by the Agreement Officer may be considered as noncompliance with the requirements is provision.
- (d) Waivers.
- (1) The recipient may request a waiver of the Marking Plan or of the marking requirements of this provision, in whole or in part, for each program, project, activity, public communication or commodity, or, in exceptional circumstances, for a region or country, when USAID required marking would pose compelling political, safety, or security concerns, or when marking would have an adverse impact in the cooperating country. The recipient will submit the request through the Cognizant Technical Officer. The Principal Officer is responsible for approvals or disapprovals of waiver requests.
 - (2) The request will describe the compelling political, safety, security concerns, or adverse impact that require a waiver, detail the circumstances and rationale for the waiver, detail the specific requirements to be waived, the specific portion of the Marking Plan to be waived, or specific marking to be waived, and include a description of how program materials will be marked (if at all) if the USAID Identity is removed. The request should also provide a rationale for any use of recipient’s own identity/logo or that of a third party on materials that will be subject to the waiver.
 - (3) Approved waivers are not limited in duration but are subject to Principal Officer review at any time, due to changed circumstances.

- (4) Approved waivers “flow down” to recipients of subawards unless specified otherwise. The waiver may also include the removal of USAID markings already affixed, if circumstances warrant.
- (5) Determinations regarding waiver requests are subject to appeal to the Principal Officer’s cognizant Assistant Administrator. The recipient may appeal by submitting a written request to reconsider the Principal Officer’s waiver determination to the cognizant Assistant Administrator.
- (e) Non-retroactivity. The requirements of this provision do not apply to any materials, events, or commodities produced prior to January 2, 2006. The requirements of this provision do not apply to program, project, or activity sites funded by USAID, including visible infrastructure projects (for example, roads, bridges, buildings) or other programs, projects, or activities that are physical in nature (for example, agriculture, forestry, water management) where the construction and implementation of these are complete prior to January 2, 2006 and the period of the grant does not extend past January 2, 2006.

MARKING PLAN (for illustrative purposes only)

Public Communications Materials Produced *	Type of Branding/Marking			Where (on the material)				When (in Work Plan)	
	Verbal	Visual	Textual	Order **	Placement				
	Name of Program Mention in speeches, words of thanks, radio/TV spots, press	Identity Identity Sub-brand Disclaimer	Name of Program Articles, success stories, reports, publications,	In relation to logos of other actors, partners, counterparts	Top Left, Front	Bottom Left, Front	Back cover— Beginning, Middle, End of media spot (TV, radio)		
1. Program Materials (promotional, informational, educational, media products—print, audio, visual, including Websites, press releases, success stories, etc.)									
2. Program Sites (physical in nature, includes visible infrastructure)									
3. Documents, Publications, Studies, Reports, Papers, Technical Assistance									
4. Events (training courses, inaugurations, conferences, fairs, seminars, press conferences, seminars and other public activities)									
5. Commodities and Equipment (computers, cars, food bags, desks, chairs, etc.)									

* Consult ADS 320 and Sections (b) (1-5) under “Marking of Program Deliverables” of the Marking Standard Provision for further description (Attachment 3 of AAPD 05-11).

** USAID prefers to be first in logo line up whenever possible.

USAID/GUATEMALA CENTRAL AMERICAN PROGRAMS

ORDER No.: 6.6
SUBJECT: Value Added Tax (VAT) Exemption Procedures
REFERENCE: GOG Decree #78 of 9/1/1954, Valued Added Tax
(Impuesto al Valor Agregado – IVA) Law #27/92
and its Amendments
EFFECTIVE DATE: January 1, 2000
SUPERSEDES: M.O. 19.22 dated September 19, 1997
PAGE: 1 of 4

I. PURPOSE

The purpose of this USAID Mission Order is to amend established procedures to be followed in the management of the IVA Exemption forms, both for official procurement and personal purchases made by U.S. Government Employees (USDHs, USPSCs, TCNs), Institutional Contractors and Grantees.

II. POLICY

Under the Vienna Convention on Foreign Relations all diplomatic missions and consulates at post are tax exempted. Also, under the Agreement between the Government of Guatemala and the Government of the United States of America of September 1, 1954 all supplies, materials, equipment or funds entered into the Country by the United States Government for the purpose of accomplishing the USAID's program objectives are tax exempted.

III. LIMITATIONS

A. The limit set up to issue IVA Exemption forms is Q800.00. An IVA Exemption form must be issued for all official purchases when the NET amount of the goods or services exceeds Q800.00. The limit applies to the amount of the goods or services, not to the amount of IVA. However, IVA Exemption forms may be used to cover hotel rates even if the daily rate is lower than Q800.00, at the option of the entity receiving the services.

B. IVA forms can only be used for procurement by USAID funded activities, or for personal purchases for the following categories of employees: USDHs and their family members, US-hired contractors (i.e. USPSCs, TCNs), Institutional contractors and Grantees.

IV. DEFINITION OF TERMS

VAT: Value Added Tax or IVA (Impuesto al Valor Agregado)
IVA Exemption Form: Accounting document through which diplomatic missions get Value Added Tax Exemption
NIT: Tax Identification Number (Número de Identificación Tributaria)
AID's NIT: 347442-9
Personal Purchase: This category of purchases includes any purchases for personal use of eligible employees per Section III.B.

V. AUTHORIZING OFFICERS AND RESPONSIBILITIES

The persons listed below are accountable for the forms, and are also designated to sign them for OE or project procurement, depending on their area of responsibility, and for personal use by eligible employees as listed in Section III.B.

BLANK FORMS SHOULD NOT BE SIGNED.

George Carner, Director
Deborah Kennedy-Iraheta, Deputy Director
Erhardt Rupprecht, Deputy Regional Director
Robert Kahn, Chief, Project Development and Management Office
David Barth, Regional Legal Advisor
John McCarthy, Peace Project
Braden Enroth, Regional Contracting Officer
Alan Reed, Executive Officer
Thomas Walsh, Controller
Randall Peterson, Chief, Trade and Economic Analysis Office
Bernai Velarde, Trade and Economic Analysis Office
Brian Rudert, Chief, Income and Natural Resources Office
Ronald Ruybal, Income and Natural Resources Office
Keith Kline, Income and Natural Resources Office
Jeffrey Borns, Chief, Office of Democratic Initiatives
Steven Hendrix, Office of Democratic Initiatives
Mary Ann Anderson, Office of Health and Education
Julia Richards, Office of Health and Education
Stanley Terrell, Office of Health and Education
Edward Scholl, Office of Health and Education
Philip Jones, PROARCA
Anne Dix, PROARCA
Sarah Wines, Director Regional Urban Development Office
Sonny Low, Regional Urban Development Office
Elizabeth Bauch, Regional Urban Development Office

VI. CONTROL OF FORMS

IVA Exemption forms will be provided to senior secretaries by the Travel Assistant. It is the senior secretaries' responsibility to maintain adequate distribution and control of the IVA forms assigned to each Division. It is the Travel Assistant's responsibility to maintain an adequate stock of IVA exemption forms.

VII. PROCEDURES

Following are the guidelines to obtain, issue, and report the I.V.A. exemption forms:

A. IVA forms will be provided to all senior secretaries or their designees, in accordance with each Division's requirements, for signature by the persons designated in Section V above. All senior secretaries or their designees are responsible for the preparation of I.V.A. forms in the following cases:

1. Official use (i.e. Hotels)
2. Personal purchases
 - a. Made by eligible employees as stated in Section III.B.
 - b. Return third copy of IVA form as soon as possible – NO NEW IVA FORMS WILL BE PROVIDED UNTIL USED FORMS ARE RETURNED TO SENIOR SECRETARIES

B. Receipts/bills/customs forms should be issued as follows:

- Name of Employee or Project/USAID
- USAID Mission's NIT

C. For USAID funded procurement by contractors/grantees located outside the USAID facilities, senior secretaries or their designees will provide the project manager a number of IVA forms needed in accordance with their requirements. Upon presentation of the used IVA forms the senior secretary will replenish the contractor/grantees stock.

D. All senior secretaries must log in all the IVA forms in the DTS (Document Tracking System) on a daily basis and should return the copies to the Travel Office every two weeks, in order to obtain a new stock of forms. (For more instructions on the reporting requirements, refer to Section VIII of this Mission Order.)

E. Instructions to fill out the forms: (See Exhibit 1)

1. The I.V.A. exemption forms should contain the following information:

- Date of form
- IVA Amount in local currency
- Supplier/Vendor's name
- Supplier/Vendor's NIT number
- IVA amount spelled out
- USAID NIT Number
- Signature of authorized official (SEE V. ABOVE)

In the bottom part of the form, the following information must be included:

- Invoice #
- Date of Invoice
- Amount without IVA
- IVA Amount
- Total Amount

REF: Office Initials

2. Forms should be filled out completely

3. Distribution of IVA form:

- Original and 1 copy: Supplier/Vendor/Customs
- Second Copy: USAID Files. The third copy Mission copy) should be completely legible. If it is not legible a copy of the bill or receipt should be attached

VIII. REPORTING REQUIREMENTS

The Ministry of Finance requires all diplomatic missions in Guatemala to prepare a quarterly report which shows the usage of all IVA Exemption Forms per month. It is the responsibility of the officers designated in Section V above to ensure that IVA exemption forms are logged in on a daily basis, and reported to EXO biweekly.

These reports will then be consolidated by the Travel Office and sent to the Ministry of Finance quarterly within the first ten working days of the respective month.

Senior secretaries or their designees will have access to the IVA program on a permanent basis, which will be available in the Local Applications Option under the "DTS" icon.

IX. OTHER CONSIDERATIONS

According to an amendment to the IVA law published on December 23, 1994, vendors must include the total amount, IVA included, on their invoices. Employees involved in the processing of vouchers shall check that all invoices meet this requirement.

USAID/GUATEMALA
DETERMINATION
EXTENSION OF IVA EXCEMPTION PRIVILEGES
TO SUB-AWARDEES OF
USAID PRIME RECIPIENTS

September 21, 2007

It has been brought to the attention of the Regional Contracting Officer, the USAID/Guatemala Financial Manager and Executive Officers that the sub-awardees of USAID prime Recipients have not been given the opportunity to use the IVA exemptions when procuring goods and services locally in the past.

When brought to the attention of the Legal Advisor, Ms. Rakas, she agreed that procurements made by sub-awardees should be exempt from taxes as would be the prime. She recommended to up-date the current Mission Order to clarify this specific point.

Based on the above, the Regional Agreement Officer has determined that the IVA exoneration forms shall be used to exonerate all USAID Prime Recipients as well as their sub-awardees on the IVA tax imposed on goods and services procured locally. Prime Recipients will be responsible for the use of IVA exoneration forms of their sub-awardees and will report their use to USAID/Guatemala.

A handwritten signature in black ink, appearing to read 'Braden W. Enroth', with a long horizontal line extending to the right.

Braden W. Enroth
Supervisory Regional Contracting/Agreement Officer



Mandatory Standard Provisions for U.S., Nongovernmental Recipients

A Mandatory Reference for ADS Chapter 303

Revision Date: 02/22/2010

I. MANDATORY STANDARD PROVISIONS FOR U.S. NONGOVERNMENTAL RECIPIENTS

1. APPLICABILITY OF 22 CFR PART 226 (May 2005)

- a. All provisions of 22 CFR Part 226 and all Standard Provisions attached to this agreement are applicable to the recipient and to subrecipients which meet the definition of "Recipient" in Part 226, unless a section specifically excludes a subrecipient from coverage. The recipient shall assure that subrecipients have copies of all the attached standard provisions.
- b. For any subawards made with Non-US subrecipients the Recipient shall include the applicable "Standard Provisions for Non-US Nongovernmental Grantees." Recipients are required to ensure compliance with monitoring procedures in accordance with OMB Circular A-133.

[END OF PROVISION]

2. INELIGIBLE COUNTRIES (MAY 1986)

Unless otherwise approved by the USAID Agreement Officer, funds will only be expended for assistance to countries eligible for assistance under the Foreign Assistance Act of 1961, as amended, or under acts appropriating funds for foreign assistance.

[END OF PROVISION]

3. NONDISCRIMINATION (MAY 1986)

No U.S. citizen or legal resident shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this award on the basis of race, color, national origin, age, handicap, or sex.

[END OF PROVISION]

4. NONLIABILITY (NOVEMBER 1985)

USAID does not assume liability for any third party claims for damages arising out of this award.

[END OF PROVISION]

5. AMENDMENT (NOVEMBER 1985)

The award may be amended by formal modifications to the basic award document or by means of an exchange of letters between the Agreement Officer and an appropriate official of the recipient.

[END OF PROVISION]

6. NOTICES (NOVEMBER 1985)

Any notice given by USAID or the recipient shall be sufficient only if in writing and delivered in person, mailed, or cabled as follows:

To the USAID Agreement Officer, at the address specified in the award.

To recipient, at recipient's address shown in the award or to such other address designated within the award

Notices shall be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

[END OF PROVISION]

7. SUBAGREEMENTS (June 1999)

Subrecipients, subawardees, and contractors have no relationship with USAID under the terms of this agreement. All required USAID approvals must be directed through the recipient to USAID.

[END OF PROVISION]

8. OMB APPROVAL UNDER THE PAPERWORK REDUCTION ACT (December 2003)

Information collection requirements imposed by this grant are covered by OMB approval number 0412-0510; the current expiration date is 04/30/2005. The Standard Provisions containing the requirement and an estimate of the public reporting burden (including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information) are Standard Provision Burden Estimate

Air Travel and Transportation 1 (hour)

Ocean Shipment of Goods .5

Patent Rights .5

Publications .5

Negotiated Indirect Cost Rates -
(Predetermined and Provisional) 1

Voluntary Population Planning .5

Protection of the Individual as a 1

Research Subject

22 CFR 226 Burden Estimate

22 CFR 226.40-.49 Procurement
of Goods and Services 1

22 CFR 226.30 - .36

Property Standards 1.5

Comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, may be sent to the Office of Procurement, Policy Division (M/OP/P) U.S. Agency for International Development, Washington, DC 20523-7801 and to the Office of Management and Budget, Paperwork Reduction Project (0412-0510), Washington, D.C 20503.

[END OF PROVISION]

9. USAID ELIGIBILITY RULES FOR GOODS AND SERVICES (April 1998)

(This provision is not applicable to goods or services which the recipient provides with private funds as part of a cost-sharing requirement, or with Program Income generated under the award.)

a. Ineligible and Restricted Goods and Services: USAID's policy on ineligible and restricted goods and services is contained in ADS Chapter 312.

(1) Ineligible Goods and Services. Under no circumstances shall the recipient procure any of the following under this award:

- (i) Military equipment,
- (ii) Surveillance equipment,
- (iii) Commodities and services for support of police or other law enforcement activities,
- (iv) Abortion equipment and services,
- (v) Luxury goods and gambling equipment, or
- (vi) Weather modification equipment.

(2) Ineligible Suppliers. Funds provided under this award shall not be used to procure any goods or services furnished by any firms or individuals whose name appears on the "Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs." USAID will provide the recipient with a copy of these lists upon request.

(3) Restricted Goods. The recipient shall not procure any of the following goods and services without the prior approval of the Agreement Officer:

- (i) Agricultural commodities,
- (ii) Motor vehicles,
- (iii) Pharmaceuticals,
- (iv) Pesticides,
- (v) Used equipment,
- (vi) U.S. Government-owned excess property, or
- (vii) Fertilizer.

Prior approval will be deemed to have been met when:

- (i) the item is of U.S. source/origin;
- (ii) the item has been identified and incorporated in the program description or schedule of the award (initial or revisions), or amendments to the award; and
- (iii) the costs related to the item are incorporated in the approved budget of the award.

Where the item has not been incorporated into the award as described above, a separate written authorization from the Agreement Officer must be provided before the item is procured.

b. Source and Nationality: The eligibility rules for goods and services based on source and nationality are divided into two categories. One applies when the total procurement element during the life of the award is over \$250,000, and the other applies when the total procurement element during the life of the award is not over \$250,000, or the award is funded under the Development Fund for Africa (DFA) regardless of the amount. The total procurement element includes procurement of all goods (e.g., equipment, materials, supplies) and services. Guidance on the eligibility of specific goods or services may be obtained from the Agreement Officer. USAID policies and definitions on source, origin and nationality are contained in 22 CFR Part 228, Rules on Source, Origin and Nationality for Commodities and Services Financed by the Agency for International Development, which is incorporated into this Award in its entirety.

(1) For DFA funded awards or when the total procurement element during the life of this award is valued at \$250,000 or less, the following rules apply:

(i) The authorized source for procurement of all goods and services to be reimbursed under the award is USAID Geographic Code 935, "Special Free World," and such goods and services must meet the source, origin and nationality requirements set forth in 22 CFR Part 228 in accordance with the following order of preference:

- (A) The United States (USAID Geographic Code 000),
- (B) The Cooperating Country,
- (C) USAID Geographic Code 941, and
- (D) USAID Geographic Code 935.

(ii) Application of order of preference: When the recipient procures goods and services from other than U.S. sources, under the order of preference in paragraph (b)(1)(i) above, the recipient shall document its files to justify each such instance. The documentation shall set forth the circumstances surrounding the procurement and shall be based on one or more of the following reasons, which will be set forth in the grantee's documentation:

- (A) The procurement was of an emergency nature, which would not allow for the delay attendant to soliciting U.S. sources,
- (B) The price differential for procurement from U.S. sources exceeded by 50% or more the delivered price from the non-U.S. source,
- (C) Compelling local political considerations precluded consideration of U.S. sources,
- (D) The goods or services were not available from U.S. sources, or
- (E) Procurement of locally available goods and services, as opposed to procurement of U.S. goods and services, would best promote the objectives of the Foreign Assistance program under the award.

(2) When the total procurement element exceeds \$250,000 (unless funded by DFA), the following applies: Except as may be specifically approved or directed in advance by the Agreement Officer, all goods and services financed with U.S. dollars, which will be reimbursed under this award must meet the source, origin and nationality requirements set forth in 22 CFR Part 228 for the authorized geographic code specified in the schedule of this award. If none is specified, the authorized source is Code 000, the United States.

c. Printed or Audio-Visual Teaching Materials: If the effective use of printed or audio-visual teaching materials depends upon their being in the local language and if such materials are intended for technical assistance projects or activities financed by USAID in whole or in part and if other funds including U.S.-owned or U.S.-controlled local currencies are not readily available to finance the procurement of such materials, local language versions may be procured from the following sources, in order of preference:

- (1) The United States (USAID Geographic Code 000),
- (2) The Cooperating Country,
- (3) "Selected Free World" countries (USAID Geographic Code 941), and
- (4) "Special Free World" countries (USAID Geographic Code 899).

d. If USAID determines that the recipient has procured any of these goods or services under this award contrary to the requirements of this provision, and has received payment for such purposes, the Agreement Officer may require the recipient to refund the entire amount of the purchase.

This provision must be included in all subagreements which include procurement of goods or services which total over \$5,000.

[END OF PROVISION]

**10. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
(January 2004)**

a. The recipient agrees to notify the Agreement Officer immediately upon learning that it or any of its principals:

- (1) Are presently excluded or disqualified from covered transactions by any Federal department or agency;
- (2) Have been convicted within the preceding three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;
- (3) Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b); and
- (4) Have had one or more public transactions (Federal, State, or local) terminated for cause or default within the preceding three years.

b. The recipient agrees that, unless authorized by the Agreement Officer, it will not knowingly enter into any subagreements or contracts under this grant with a person or entity that is included on the Excluded Parties List System (<http://epls.arnet.gov>). The recipient further agrees to include the following provision in any subagreements or contracts entered into under this award:

**DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION
(DECEMBER 2003)**

The recipient/contractor certifies that neither it nor its principals is presently excluded or disqualified from participation in this transaction by any Federal department or agency.

c. The policies and procedures applicable to debarment, suspension, and ineligibility under USAID-financed transactions are set forth in 22 CFR Part 208.

[END OF PROVISION]

11. DRUG-FREE WORKPLACE (January 2004)

a. The recipient agrees that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any Federal award. The statement must

- (1) Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;

- (2) Specify the actions the recipient will take against employees for violating that prohibition; and
- (3) Let each employee know that, as a condition of employment under any award, he or she
 - (i) Must abide by the terms of the statement, and
 - (ii) Must notify you in writing if he or she is convicted for a violation of a criminal drug statute occurring in the workplace, and must do so no more than five calendar days after the conviction.
- b. The recipient agrees that it will establish an ongoing drug-free awareness program to inform employees about
 - (i) The dangers of drug abuse in the workplace;
 - (ii) Your policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation and employee assistance programs; and
 - (iv) The penalties that you may impose upon them for drug abuse violations occurring in the workplace.
- c. Without the Agreement Officer's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this award or the completion date of this award, whichever occurs first.
- d. The recipient agrees to immediately notify the Agreement Officer if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the number of each award on which the employee worked. The notification must be sent to the Agreement Officer within ten calendar days after the recipient learns of the conviction.
- e. Within 30 calendar days of learning about an employee's conviction, the recipient must either
 - (1) Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or
 - (2) Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.
- f. The policies and procedures applicable to violations of these requirements are set forth in 22 CFR Part 210.

[END OF PROVISION]

12. EQUAL PROTECTION OF THE LAWS FOR FAITH-BASED AND COMMUNITY ORGANIZATIONS (December 2009)

- a. All the requirements of 22 CFR Part 205, Participation By Religious Organizations in USAID Programs, are applicable to the recipient and to subrecipients which meet the definition of "Recipient" in 22 CFR Part 226. The requirements of 22 CFR Part 205 apply to both religious and secular organizations.

b. If the recipient makes subawards under this agreement, faith-based organizations must be eligible to participate on the same basis as other organizations, and must not be discriminated for or against on the basis of their religious character or affiliation.

c. The recipient must not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services directly funded with financial assistance from USAID. If the recipient engages in inherently religious activities, such as worship, religious instruction, and proselytization, it must offer those services at a different time or location from any programs or services directly funded by this award, and participation by beneficiaries in any such inherently religious activities must be voluntary. These restrictions do not apply to programs where USAID funds are provided to chaplains to work with inmates in prisons, detention facilities, or community correction centers, or where USAID funds are provided to religious or other organizations for programs in prisons, detention facilities, or community correction centers, in which such organizations assist chaplains in carrying out their duties.

d. The recipient must not use USAID funds for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. Where a structure is used for both eligible and inherently religious activities, USAID funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with applicable cost accounting principles. Sanctuaries, chapels, or other rooms that the recipient uses as its principal place of worship are ineligible for acquisition, construction, rehabilitation, or improvements using USAID funds.

e. The recipient may not discriminate against any beneficiary or potential beneficiary under this award on the basis of religion or religious belief. Accordingly, in providing services supported in whole or in part by this agreement or in its outreach activities related to such services, the recipient may not discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice.

f. When the recipient is a religious organization, the recipient

(1) Retains its independence and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct financial assistance from USAID to support any inherently religious activities, such as worship, religious instruction, or proselytization.

(2) Retains its authority over its internal governance and may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

(3) Retains its exemption from the Federal prohibition on employment discrimination on the basis of religion, set forth in Sec. 702(a) of the Civil Rights Act of 1964, 42 U.S.C. 2000e-1.

(4) May use space in its facilities, without removing religious art, icons, scriptures, or other religious symbols.

g. The Secretary of State may waive the requirements of this provision in whole or in part, on a case-by-case basis, where the Secretary determines that such waiver is necessary to further the national security or foreign policy interests of the United States.

[END OF PROVISION]

13. IMPLEMENTATION OF E.O. 13224 -- EXECUTIVE ORDER ON TERRORIST FINANCING (March 2002)

The Recipient is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the recipient to ensure compliance with these Executive Orders and laws. This provision must be included in all contracts/subawards issued under this agreement.

[END OF PROVISION]

14. MARKING UNDER USAID-FUNDED ASSISTANCE INSTRUMENTS (December 2005)

(a) Definitions

Commodities mean any material, article, supply, goods or equipment, excluding recipient offices, vehicles, and non-deliverable items for recipient's internal use, in administration of the USAID funded grant, cooperative agreement, or other agreement or subagreement. Principal Officer means the most senior officer in a USAID Operating Unit in the field, e.g., USAID Mission Director or USAID Representative. For global programs managed from Washington but executed across many countries, such as disaster relief and assistance to internally displaced persons, humanitarian emergencies or immediate post conflict and political crisis response, the cognizant Principal Officer may be an Office Director, for example, the Directors of USAID/W/Office of Foreign Disaster Assistance and Office of Transition Initiatives. For non-presence countries, the cognizant Principal Officer is the Senior USAID officer in a regional USAID Operating Unit responsible for the non-presence country, or in the absence of such a responsible operating unit, the Principal U.S Diplomatic Officer in the non-presence country exercising delegated authority from USAID.

Programs mean an organized set of activities and allocation of resources directed toward a common purpose, objective, or goal undertaken or proposed by an organization to carry out the responsibilities assigned to it.

Projects include all the marginal costs of inputs (including the proposed investment) technically required to produce a discrete marketable output or a desired result (for example, services from a fully functional water/sewage treatment facility).

Public communications are documents and messages intended for distribution to audiences external to the recipient's organization. They include, but are not limited to, correspondence, publications, studies, reports, audio visual productions, and other informational products; applications, forms, press and promotional materials used in

connection with USAID funded programs, projects or activities, including signage and plaques; Web sites/Internet activities; and events such as training courses, conferences, seminars, press conferences and so forth.

Subrecipient means any person or government (including cooperating country government) department, agency, establishment, or for profit or nonprofit organization that receives a USAID subaward, as defined in 22 C.F.R. 226.2.

Technical Assistance means the provision of funds, goods, services, or other foreign assistance, such as loan guarantees or food for work, to developing countries and other USAID recipients, and through such recipients to subrecipients, in direct support of a development objective – as opposed to the internal management of the foreign assistance program.

USAID Identity (Identity) means the official marking for the United States Agency for International Development (USAID), comprised of the USAID logo or seal and new brandmark, with the tagline that clearly communicates that our assistance is “from the American people.” The USAID Identity is available on the USAID website at www.usaid.gov/branding and USAID provides it without royalty, license, or other fee to recipients of USAID-funded grants, or cooperative agreements, or other assistance awards

(b) Marking of Program Deliverables

(1) All recipients must mark appropriately all overseas programs, projects, activities, public communications, and commodities partially or fully funded by a USAID grant or cooperative agreement or other assistance award or subaward with the USAID Identity, of a size and prominence equivalent to or greater than the recipient’s, other donor’s, or any other third party’s identity or logo.

(2) The Recipient will mark all program, project, or activity sites funded by USAID, including visible infrastructure projects (for example, roads, bridges, buildings) or other programs, projects, or activities that are physical in nature (for example, agriculture, forestry, water management) with the USAID Identity. The Recipient should erect temporary signs or plaques early in the construction or implementation phase. When construction or implementation is complete, the Recipient must install a permanent, durable sign, plaque or other marking.

(3) The Recipient will mark technical assistance, studies, reports, papers, publications, audio-visual productions, public service announcements, Web sites/Internet activities and other promotional, informational, media, or communications products funded by USAID with the USAID Identity.

(4) The Recipient will appropriately mark events financed by USAID, such as training courses, conferences, seminars, exhibitions, fairs, workshops, press conferences and other public activities, with the USAID Identity. Unless directly prohibited and as appropriate to the surroundings, recipients should display additional materials, such as signs and banners, with the USAID Identity. In circumstances in which the USAID Identity cannot be displayed visually, the recipient is encouraged otherwise to acknowledge USAID and the American people’s support.

(5) The Recipient will mark all commodities financed by USAID, including commodities or equipment provided under humanitarian assistance or disaster relief programs, and all

other equipment, supplies, and other materials funded by USAID, and their export packaging with the USAID Identity.

(6) The Agreement Officer may require the USAID Identity to be larger and more prominent if it is the majority donor, or to require that a cooperating country government's identity be larger and more prominent if circumstances warrant, and as appropriate depending on the audience, program goals, and materials produced.

(7) The Agreement Officer may require marking with the USAID Identity in the event that the recipient does not choose to mark with its own identity or logo.

(8) The Agreement Officer may require a pre-production review of USAID-funded public communications and program materials for compliance with the approved Marking Plan.

(9) Subrecipients. To ensure that the marking requirements "flow down" to subrecipients of subawards, recipients of USAID funded grants and cooperative agreements or other assistance awards will include the USAID-approved marking provision in any USAID funded subaward, as follows:

"As a condition of receipt of this subaward, marking with the USAID Identity of a size and prominence equivalent to or greater than the recipient's, subrecipient's, other donor's or third party's is required. In the event the recipient chooses not to require marking with its own identity or logo by the subrecipient, USAID may, at its discretion, require marking by the subrecipient with the USAID Identity."

(10) Any 'public communications', as defined in 22 C.F.R. 226.2, funded by USAID, in which the content has not been approved by USAID, must contain the following disclaimer:

"This study/report/audio/visual/other information/media product (specify) is made possible by the generous support of the American people through the United States Agency for International Development (USAID). The contents are the responsibility of [insert recipient name] and do not necessarily reflect the views of USAID or the United States Government."

(11) The recipient will provide the Cognizant Technical Officer (CTO) or other USAID personnel designated in the grant or cooperative agreement with two copies of all program and communications materials produced under the award. In addition, the recipient will submit one electronic or one hard copy of all final documents to USAID's Development Experience Clearinghouse.

(c) Implementation of marking requirements.

(1) When the grant or cooperative agreement contains an approved Marking Plan, the recipient will implement the requirements of this provision following the approved Marking Plan.

(2) When the grant or cooperative agreement does not contain an approved Marking Plan, the recipient will propose and submit a plan for implementing the requirements of this provision within [Agreement Officer fill-in] days after the effective date of this provision. The plan will include:

(i) A description of the program deliverables specified in paragraph (b) of this provision that the recipient will produce as a part of the grant or cooperative agreement and which will visibly bear the USAID Identity.

(ii) the type of marking and what materials the applicant uses to mark the program deliverables with the USAID Identity,

(iii) when in the performance period the applicant will mark the program deliverables, and where the applicant will place the marking,

(3) The recipient may request program deliverables not be marked with the USAID Identity by identifying the program deliverables and providing a rationale for not marking these program deliverables. Program deliverables may be exempted from USAID marking requirements when:

(i) USAID marking requirements would compromise the intrinsic independence or neutrality of a program or materials where independence or neutrality is an inherent aspect of the program and materials;

(ii) USAID marking requirements would diminish the credibility of audits, reports, analyses, studies, or policy recommendations whose data or findings must be seen as independent;

(iii) USAID marking requirements would undercut host-country government “ownership” of constitutions, laws, regulations, policies, studies, assessments, reports, publications, surveys or audits, public service announcements, or other communications better positioned as “by” or “from” a cooperating country ministry or government official;

(iv) USAID marking requirements would impair the functionality of an item;

(v) USAID marking requirements would incur substantial costs or be impractical;

(vi) USAID marking requirements would offend local cultural or social norms, or be considered inappropriate;

(vii) USAID marking requirements would conflict with international law.

(4) The proposed plan for implementing the requirements of this provision, including any proposed exemptions, will be negotiated within the time specified by the Agreement Officer after receipt of the proposed plan. Failure to negotiate an approved plan with the time specified by the Agreement Officer may be considered as noncompliance with the requirements is provision.

(d) Waivers.

(1) The recipient may request a waiver of the Marking Plan or of the marking requirements of this provision, in whole or in part, for each program, project, activity, public communication or commodity, or, in exceptional circumstances, for a region or country, when USAID required marking would pose compelling political, safety, or security concerns, or when marking would have an adverse impact in the cooperating country. The recipient will submit the request through the Cognizant Technical Officer. The Principal Officer is responsible for approvals or disapprovals of waiver requests.

(2) The request will describe the compelling political, safety, security concerns, or adverse impact that require a waiver, detail the circumstances and rationale for the waiver, detail the specific requirements to be waived, the specific portion of the Marking Plan to be waived, or specific marking to be waived, and include a description of how program materials will be marked (if at all) if the USAID Identity is removed. The request should also provide a rationale for any use of recipient’s own identity/logo or that of a third party on materials that will be subject to the waiver.

(3) Approved waivers are not limited in duration but are subject to Principal Officer review at any time, due to changed circumstances.

(4) Approved waivers “flow down” to recipients of subawards unless specified otherwise. The waiver may also include the removal of USAID markings already affixed, if circumstances warrant.

(5) Determinations regarding waiver requests are subject to appeal to the Principal Officer’s cognizant Assistant Administrator. The recipient may appeal by submitting a written request to reconsider the Principal Officer’s waiver determination to the cognizant Assistant Administrator.

(e) Non-retroactivity. The requirements of this provision do not apply to any materials, events, or commodities produced prior to January 2, 2006. The requirements of this provision do not apply to program, project, or activity sites funded by USAID, including visible infrastructure projects (for example, roads, bridges, buildings) or other programs, projects, or activities that are physical in nature (for example, agriculture, forestry, water management) where the construction and implementation of these are complete prior to January 2, 2006 and the period of the grant does not extend past January 2, 2006.

[END OF PROVISION]

15. REGULATIONS GOVERNING EMPLOYEES (AUGUST 1992)

(The following applies to the recipient's employees working in the cooperating country under the agreement who are not citizens of the cooperating country.)

- a. The recipient's employees shall maintain private status and may not rely on local U.S. Government offices or facilities for support while under this grant.
- b. The sale of personal property or automobiles by recipient employees and their dependents in the foreign country to which they are assigned shall be subject to the same limitations and prohibitions which apply to direct-hire USAID personnel employed by the Mission, including the rules contained in 22 CFR Part 136, except as this may conflict with host government regulations.
- c. Other than work to be performed under this award for which an employee is assigned by the recipient, no employee of the recipient shall engage directly or indirectly, either in the individual's own name or in the name or through an agency of another person, in any business, profession, or occupation in the foreign countries to which the individual is assigned, nor shall the individual make loans or investments to or in any business, profession or occupation in the foreign countries to which the individual is assigned.
- d. The recipient's employees, while in a foreign country, are expected to show respect for its conventions, customs, and institutions, to abide by its applicable laws and regulations, and not to interfere in its internal political affairs.
- e. In the event the conduct of any recipient employee is not in accordance with the preceding paragraphs, the recipient's chief of party shall consult with the USAID Mission Director and the employee involved and shall recommend to the recipient a course of action with regard to such employee.
- f. The parties recognize the rights of the U.S. Ambassador to direct the removal from a country of any U.S. citizen or the discharge from this grant award of any third country national when, in the discretion of the Ambassador, the interests of the United States so require.

g. If it is determined, either under (e) or (f) above, that the services of such employee should be terminated, the recipient shall use its best efforts to cause the return of such employee to the United States, or point of origin, as appropriate.

[END OF PROVISION]

16. CONVERSION OF UNITED STATES DOLLARS TO LOCAL CURRENCY (NOVEMBER 1985)

Upon arrival in the Cooperating Country, and from time to time as appropriate, the recipient's chief of party shall consult with the Mission Director who shall provide, in writing, the procedure the recipient and its employees shall follow in the conversion of United States dollars to local currency. This may include, but is not limited to, the conversion of currency through the cognizant United States Disbursing Officer or Mission Controller, as appropriate.

[END OF PROVISION]

17. USE OF POUCH FACILITIES (AUGUST 1992)

a. Use of diplomatic pouch is controlled by the Department of State. The Department of State has authorized the use of pouch facilities for USAID recipients and their employees as a general policy, as detailed in items (1) through (6) below. However, the final decision regarding use of pouch facilities rest with the Embassy or USAID Mission. In consideration of the use of pouch facilities, the recipient and its employees agree to indemnify and hold harmless, the Department of State and USAID for loss or damage occurring in pouch transmission:

(1) Recipients and their employees are authorized use of the pouch for transmission and receipt of up to a maximum of .9 kgs per shipment of correspondence and documents needed in the administration of assistance programs.

(2) U.S. citizen employees are authorized use of the pouch for personal mail up to a maximum of .45 kgs per shipment (but see (a)(3) below).

(3) Merchandise, parcels, magazines, or newspapers are not considered to be personal mail for purposes of this standard provision and are not authorized to be sent or received by pouch.

(4) Official and personal mail pursuant to a.1. and 2. above sent by pouch should be addressed as follows:

Name of individual or organization (followed by
letter symbol "G")

City Name of post (USAID/_____)

Agency for International Development

Washington, D.C. 20523-0001

(5) Mail sent via the diplomatic pouch may not be in violation of U.S. Postal laws and may not contain material ineligible for pouch transmission.

(6) Recipient personnel are NOT authorized use of military postal facilities (APO/FPO). This is an Adjutant General's decision based on existing laws and regulations governing military postal facilities and is being enforced worldwide.

b. The recipient shall be responsible for advising its employees of this authorization, these guidelines, and limitations on use of pouch facilities.

c. Specific additional guidance on grantee use of pouch facilities in accordance with this standard provision is available from the Post Communication Center at the Embassy or USAID Mission.

[END OF PROVISION]

18. INTERNATIONAL AIR TRAVEL AND TRANSPORTATION (JUNE 1999)

a. PRIOR BUDGET APPROVAL

In accordance with OMB Cost Principles, direct charges for foreign travel costs are allowable only when each foreign trip has received prior budget approval. Such approval will be deemed to have been met when:

(1) the trip is identified. Identification is accomplished by providing the following information: the number of trips, the number of individuals per trip, and the destination country(s).

(2) the information noted at (a)(1) above is incorporated in: the proposal, the program description or schedule of the award, the implementation plan (initial or revisions), or amendments to the award; and

(3) the costs related to the travel are incorporated in the approved budget of the award. The Agreement Officer may approve travel which has not been incorporated in writing as required by paragraph (a)(2). In such case, a copy of the Agreement Officer's approval must be included in the agreement file.

b. NOTIFICATION

(1) As long as prior budget approval has been met in accordance with paragraph (a) above, a separate Notification will not be necessary unless:

- (i) the primary purpose of the trip is to work with USAID Mission personnel, or
- (ii) the recipient expects significant administrative or substantive programmatic support from the Mission.

Neither the USAID Mission nor the Embassy will require Country Clearance of employees or contractors of USAID Recipients.

(2) Where notification is required in accordance with paragraph (1)(i) or (ii) above, the recipient will observe the following standards:

(i) Send a written notice to the cognizant USAID Technical Office in the Mission. If the recipient's primary point of contact is a Technical Officer in USAID/W, the recipient may send the notice to that person. It will be the responsibility of the USAID/W Technical Officer to forward the notice to the field.

(ii) The notice should be sent as far in advance as possible, but at least 14 calendar days in advance of the proposed travel. This notice may be sent by fax or e-mail. The recipient should retain proof that notification was made.

(iii) The notification shall contain the following information: the award number, the cognizant Technical Officer, the traveler's name (if known), date of arrival, and the purpose of the trip.

(iv) The USAID Mission will respond only if travel has been denied. It will be the responsibility of the Technical Officer in the Mission to contact the recipient within 5 working days of having received the notice if the travel is denied. If the recipient has not received a response within the time frame, the recipient will be considered to have met these standards for notification, and may travel.

(v) If a subrecipient is required to issue a Notification, as per this section, the subrecipient may contact the USAID Technical Officer directly, or the prime may contact USAID on the subrecipient's behalf.

c. SECURITY ISSUES

Recipients are encouraged to obtain the latest Department of State Travel Advisory Notices before travelling. These Notices are available to the general public and may be obtained directly from the State Department, or via Internet.

Where security is a concern in a specific region, recipients may choose to notify the US Embassy of their presence when they have entered the country. This may be especially important for long-term posting.

d. USE OF U.S.-OWNED LOCAL CURRENCY

Travel to certain countries shall, at USAID's option, be funded from U.S.-owned local currency. When USAID intends to exercise this option, USAID will either issue a U.S. Government S.F. 1169, Transportation Request (GTR) which the grantee may exchange for tickets, or issue the tickets directly. Use of such U.S.-owned currencies will constitute a dollar charge to this grant.

e. THE FLY AMERICA ACT

The Fly America Act (49 U.S.C. 40118) requires that all air travel and shipments under this award must be made on U.S. flag air carriers to the extent service by such carriers is available. The Administrator of General Services Administration (GSA) is authorized to issue regulations for purposes of implementation. Those regulations may be found at 41 CFR part 301, and are hereby incorporated by reference into this award.

f. COST PRINCIPLES

The recipient will be reimbursed for travel and the reasonable cost of subsistence, post differentials and other allowances paid to employees in international travel status in accordance with the recipient's applicable cost principles and established policies and practices which are uniformly applied to federally financed and other activities of the grantee.

If the recipient does not have written established policies regarding travel costs, the standard for determining the reasonableness of reimbursement for overseas allowance will be the Standardized Regulations (Government Civilians, Foreign Areas), published by the U.S. Department of State, as from time to time amended. The most current subsistence, post differentials, and other allowances may be obtained from the Agreement Officer.

g. SUBAWARDS.

This provision will be included in all subawards and contracts which require international air travel and transportation under this award.

[END OF PROVISION]

19. OCEAN SHIPMENT OF GOODS (JUNE 1999)

a. At least 50% of the gross tonnage of all goods purchased under this agreement and transported to the cooperating countries shall be made on privately owned U.S. flag commercial ocean vessels, to the extent such vessels are available at fair and reasonable rates for such vessels.

- b. At least 50% of the gross freight revenue generated by shipments of goods purchased under this agreement and transported to the cooperating countries on dry cargo liners shall be paid to or for the benefit of privately owned U.S. flag commercial ocean vessels to the extent such vessels are available at fair and reasonable rates for such vessels.
- c. When U.S. flag vessels are not available, or their use would result in a significant delay, the grantee may request a determination of non-availability from the USAID Transportation Division, Office of Procurement, Washington, D.C. 20523, giving the basis for the request which will relieve the grantee of the requirement to use U.S. flag vessels for the amount of tonnage included in the determination. Shipments made on non-free world ocean vessels are not reimbursable under this grant.
- d. The recipient shall send a copy of each ocean bill of lading, stating all of the carrier's charges including the basis for calculation such as weight or cubic measurement, covering a shipment under this agreement to:
U.S. Department of Transportation,
Maritime Administration, Division of National Cargo,
400 7th Street, S.W.,
Washington, DC 20590, and
U.S. Agency for International Development,
Office of Procurement, Transportation Division
1300 Pennsylvania Avenue, N.W.
Washington, DC 20523-7900
- e. Shipments by voluntary nonprofit relief agencies (i.e., PVOs) shall be governed by this standard provision and by USAID Regulation 2, "Overseas Shipments of Supplies by Voluntary Nonprofit Relief Agencies" (22 CFR Part 202).
- f. Shipments financed under this grant must meet applicable eligibility requirements set out in 22 CFR 228.21.

[END OF PROVISION]

20. LOCAL PROCUREMENT (April 1998)

- a. Financing local procurement involves the use of appropriated funds to finance the procurement of goods and services supplied by local businesses, dealers or producers, with payment normally being in the currency of the cooperating country.
- b. Locally financed procurements must be covered by source and nationality waivers as set forth in 22 CFR 228, Subpart F, except as provided for in mandatory standard provision, "USAID Eligibility Rules for Goods and Services," or when one of the following exceptions applies:
 - (1) Locally available commodities of U.S. origin, which are otherwise eligible for financing, if the value of the transaction is estimated not to exceed \$100,000 exclusive of transportation costs.
 - (2) Commodities of geographic code 935 origin if the value of the transaction does not exceed the local currency equivalent of \$5,000.
 - (3) Professional Services Contracts estimated not to exceed \$250,000.
 - (4) Construction Services Contracts estimated not to exceed \$5,000,000.
 - (5) Commodities and services available only in the local economy (no specific per transaction value applies to this category). This category includes the following items:

- (i) Utilities including fuel for heating and cooking, waste disposal and trash collection;
 - (ii) Communications - telephone, telex, fax, postal and courier services;
 - (iii) Rental costs for housing and office space;
 - (iv) Petroleum, oils and lubricants for operating vehicles and equipment;
 - (v) Newspapers, periodicals and books published in the cooperating country;
 - (vi) Other commodities and services and related expenses that, by their nature or as a practical matter, can only be acquired, performed, or incurred in the cooperating country, e.g., vehicle maintenance, hotel accommodations, etc.
- c. The coverage on ineligible and restricted goods and services in the mandatory standard provision entitled, "USAID Eligibility Rules for Goods and Services," also apply to local procurement.
- This provision will be included in all subagreements where local procurement of goods or services is a supported element.

[END OF PROVISION]

21. VOLUNTARY POPULATION PLANNING ACTIVITIES – MANDATORY REQUIREMENTS (MAY 2006)

Requirements for Voluntary Sterilization Programs

- (1) None of the funds made available under this award shall be used to pay for the performance of involuntary sterilization as a method of family planning or to coerce or provide any financial incentive to any individual to practice sterilization.

Prohibition on Abortion-Related Activities:

- (1) No funds made available under this award will be used to finance, support, or be attributed to the following activities: (i) procurement or distribution of equipment intended to be used for the purpose of inducing abortions as a method of family planning; (ii) special fees or incentives to any person to coerce or motivate them to have abortions; (iii) payments to persons to perform abortions or to solicit persons to undergo abortions; (iv) information, education, training, or communication programs that seek to promote abortion as a method of family planning; and (v) lobbying for or against abortion. The term “motivate”, as it relates to family planning assistance, shall not be construed to prohibit the provision, consistent with local law, of information or counseling about all pregnancy options.
- (2) No funds made available under this award will be used to pay for any biomedical research which relates, in whole or in part, to methods of, or the performance of, abortions or involuntary sterilizations as a means of family planning. Epidemiologic or descriptive research to assess the incidence, extent or consequences of abortions is not precluded.

[END OF PROVISION]

II. REQUIRED AS APPLICABLE STANDARD PROVISIONS FOR U.S., NONGOVERNMENTAL RECIPIENTS

1. NEGOTIATED INDIRECT COST RATES - PREDETERMINED (April 1998)

- a. The allowable indirect costs shall be determined by applying the predetermined indirect cost rates to the bases specified in the schedule of this award.
- b. Within the earlier of 30 days after receipt of the A-133 audit report or nine months after the end of the audit period, the recipient shall submit to the cognizant agency for audit the required OMB Circular A-133 audit report, proposed predetermined indirect cost rates, and supporting cost data. If USAID is the cognizant agency or no cognizant agency has been designated, the recipient shall submit four copies of the audit report, the proposed predetermined indirect cost rates, and supporting cost data to the Overhead, Special Costs, and Closeout Branch, Office of Procurement, USAID, Washington DC 20523-7802. The proposed rates shall be based on the recipient's actual cost experience during that fiscal year. Negotiations of predetermined indirect cost rates shall begin soon after receipt of the recipient's proposal.
- c. Allowability of costs and acceptability of cost allocation methods shall be determined in accordance with the applicable cost principles.
- d. The results of each negotiation shall be set forth in an indirect cost rate agreement signed by both parties. Such agreement is automatically incorporated into this award and shall specify (1) the agreed upon predetermined rates, (2) the bases to which the rates apply, (3) the fiscal year for which the rates apply, and (4) the specific items treated as direct costs. The indirect cost rate agreement shall not change any monetary ceiling, award obligation, or specific cost allowance or disallowance provided for in this award.
- e. Pending establishment of predetermined indirect costs rates for any fiscal year, the recipient shall be reimbursed either at the rates fixed for the previous fiscal year or at billing rates acceptable to the USAID Agreement Officer, subject to appropriate adjustment when the final rates for the fiscal year or other period are established.

[END OF PROVISION]

2. NEGOTIATED INDIRECT COST RATES - PROVISIONAL (Nonprofit) (April 1998)

- a. Provisional indirect cost rates shall be established for each of the recipient's accounting periods during the term of this award. Pending establishment of revised provisional or final rates, allowable indirect costs shall be reimbursed at the rates, on the bases, and for the periods shown in the schedule of the award.
- b. Within the earlier of 30 days after receipt of the A-133 audit report or nine months after the end of the audit period, the recipient shall submit to the cognizant agency for audit the required OMB Circular A-133 audit report, proposed final indirect cost rates, and supporting cost data. If USAID is the cognizant agency or no cognizant agency has been designated, the recipient shall submit four copies of the audit report, along with the proposed final indirect cost rates and supporting cost data, to the Overhead, Special Costs, and Closeout Branch, Office of Procurement, USAID, Washington, DC 20523-7802. The proposed rates shall be based on the recipient's actual cost experience during that fiscal year. Negotiations of final indirect cost rates shall begin soon after receipt of the recipient's proposal.
- c. Allowability of costs and acceptability of cost allocation methods shall be determined in accordance with the applicable cost principles.

- d. The results of each negotiation shall be set forth in a written indirect cost rate agreement signed by both parties. Such agreement is automatically incorporated into this award and shall specify (1) the agreed upon final rates, (2) the bases to which the rates apply, (3) the fiscal year for which the rates apply, and (4) the items treated as direct costs. The agreement shall not change any monetary ceiling, award obligation, or specific cost allowance or disallowance provided for in this award.
- e. Pending establishment of final indirect cost rate(s) for any fiscal year, the recipient shall be reimbursed either at negotiated provisional rates or at billing rates acceptable to the Agreement Officer, subject to appropriate adjustment when the final rates for the fiscal year are established. To prevent substantial overpayment or underpayment, the provisional or billing rates may be prospectively or retroactively revised by mutual agreement.
- f. Failure by the parties to agree on final rates is a 22 CFR 226.90 dispute.

[END OF PROVISION]

3. NEGOTIATED INDIRECT COST RATE - PROVISIONAL (Profit) (April 1998)

- a. Provisional indirect cost rates shall be established for the recipient's accounting periods during the term of this award. Pending establishment of revised provisional or final rates, allowable indirect costs shall be reimbursed at the rates, on the bases, and for the periods shown in the schedule of this award. Indirect cost rates and the appropriate bases shall be established in accordance with FAR Subpart 42.7.
- b. Within six months after the close of the recipient's fiscal year, the recipient shall submit to the cognizant agency for audit the proposed final indirect cost rates and supporting cost data. If USAID is the cognizant agency or no cognizant agency has been designated, the recipient shall submit three copies of the proposed final indirect cost rates and supporting cost data, to the Overhead, Special Costs, and Closeout Branch, Office or Procurement, USAID, Washington, DC 20523-7802. The proposed rates shall be based on the recipient's actual cost experience during that fiscal year. Negotiations of final indirect cost rates shall begin soon after receipt of the recipient's proposal.
- c. Allowability of costs and acceptability of cost allocation methods shall be determined in accordance with the applicable cost principles.
- d. The results of each negotiation shall be set forth in an indirect cost rate agreement signed by both parties. Such agreement is automatically incorporated into this award and shall specify (1) the agreed upon final rates, (2) the bases to which the rates apply, (3) the fiscal year for which the rates apply, and (4) the items treated as direct costs. The agreement shall not change any monetary ceiling, award obligation, or specific cost allowance or disallowance provided for in this award.
- e. Pending establishment of final indirect cost rates for any fiscal year, the recipient shall be reimbursed either at negotiated provisional rates or at billing rates acceptable to the Agreement Officer, subject to appropriate adjustment when the final rates for the fiscal year are established. To prevent substantial overpayment or underpayment, the provisional or billing rates may be prospectively or retroactively revised by mutual agreement.
- f. Failure by the parties to agree on final rates is a 22 CFR 226.90 dispute.

[END OF PROVISION]

4. PUBLICATIONS AND MEDIA RELEASES (MARCH 2006)

a. The recipient shall provide the USAID Cognizant Technical Officer one copy of all published works developed under the award with lists of other written work produced under the award. In addition, the recipient shall submit final documents in electronic format unless no electronic version exists at the following address:

Online (preferred)

<http://www.dec.org/submit.cfm>

Mailing address:

Document Acquisitions

USAID Development Experience Clearinghouse (DEC)

8403 Colesville Road Suite 210

Silver Spring, MD 20910-6368

Contract Information

Telephone (301) 562-0641

Fax (301) 588-7787

E-mail: docsuubmit@dec.cdte.org

Electronic documents must consist of only one electronic file that comprises the complete and final equivalent of a hard copy. They may be submitted online (preferred); on 3.5" diskettes, a Zip disk, CD-R, or by e-mail. Electronic documents should be in PDF (Portable Document Format). Submission in other formats is acceptable but discouraged. Each document submitted should contain essential bibliographic elements, such as 1) descriptive title; 2) author(s) name; 3) award number; 4) sponsoring USAID office; 5) strategic objective; and 6) date of publication;

b. In the event award funds are used to underwrite the cost of publishing, in lieu of the publisher assuming this cost as is the normal practice, any profits or royalties up to the amount of such cost shall be credited to the award unless the schedule of the award has identified the profits or royalties as program income.

c. Except as otherwise provided in the terms and conditions of the award, the author or the recipient is free to copyright any books, publications, or other copyrightable materials developed in the course of or under this award, but USAID reserves a royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes.

[END OF PROVISION]

5. PARTICIPANT TRAINING (April 1998)

a. Definition: A participant is any non-U.S. individual being trained under this award outside of that individual's home country.

b. Application of ADS Chapter 253: Participant training under this award shall comply with the policies established in ADS Chapter 253, Participant Training, except to the extent that specific exceptions to ADS 253 have been provided in this award with the concurrence of the Office of International Training.

c. Orientation: In addition to the mandatory requirements in ADS 253, recipients are strongly encouraged to provide, in collaboration with the Mission training officer, predeparture orientation and orientation in Washington at the Washington International

Center. The latter orientation program also provides the opportunity to arrange for home hospitality in Washington and elsewhere in the United States through liaison with the National Council for International Visitors (NCIV). If the Washington orientation is determined not to be feasible, home hospitality can be arranged in most U.S. cities if a request for such is directed to the Agreement Officer, who will transmit the request to NCIV through EGAT/ED/PT.

6. PUBLIC NOTICES (MARCH 2004)

It is USAID's policy to inform the public as fully as possible of its programs and activities. The recipient is encouraged to give public notice of the receipt of this award and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:

"The U.S. Agency for International Development administers the U.S. foreign assistance program providing economic and humanitarian assistance in more than 120 countries worldwide."

The recipient may call on USAID's Bureau for Legislative and Public Affairs for advice regarding public notices. The recipient is requested to provide copies of notices or announcements to the cognizant technical officer and to USAID's Bureau for Legislative and Public Affairs as far in advance of release as possible.

[END OF PROVISION]

7. COST SHARING (MATCHING) (July 2002)

a. If at the end of any funding period, the recipient has expended an amount of non-Federal funds less than the agreed upon amount or percentage of total expenditures, the Agreement Officer may apply the difference to reduce the amount of USAID incremental funding in the following funding period. If the award has expired or has been terminated, the Agreement Officer may require the recipient to refund the difference to USAID.

b. The source, origin and nationality requirements and the restricted goods provision established in the Standard Provision entitled "USAID Eligibility Rules for Goods and Services" do not apply to cost sharing (matching) expenditures.

[END OF PROVISION]

8. PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS (JUNE 1999)

a. USAID reserves the right to terminate assistance to, or take other appropriate measures with respect to, any participant approved by USAID who is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140.

b. (1) For any loan over \$1000 made under this agreement, the recipient shall insert a clause in the loan agreement stating that the loan is subject to immediate cancellation, acceleration, recall or refund by the recipient if the borrower or a key individual of a borrower is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140.

(2) Upon notice by USAID of a determination under section (1) and at USAID's option, the recipient agrees to immediately cancel, accelerate or recall the loan, including refund

in full of the outstanding balance. USAID reserves the right to have the loan refund returned to USAID.

c. (1) The recipient agrees not to disburse, or sign documents committing the recipient to disburse, funds to a subrecipient designated by USAID ("Designated Subrecipient") until advised by USAID that: (i) any United States Government review of the Designated Subrecipient and its key individuals has been completed; (ii) any related certifications have been obtained; and (iii) the assistance to the Designated Subrecipient has been approved. Designation means that the subrecipient has been unilaterally selected by USAID as the subrecipient. USAID approval of a subrecipient, selected by another party, or joint selection by USAID and another party is not designation.

(2) The recipient shall insert the following clause, or its substance, in its agreement with the Designated Subrecipient:

"The recipient reserves the right to terminate this [Agreement/Contract] or take other appropriate measures if the [Subrecipient] or a key individual of the [Subrecipient] is found to have been convicted of a narcotic offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140."

[END OF PROVISION]

9. INVESTMENT PROMOTION (NOVEMBER 2003)

a. Except as specifically set forth in this award or otherwise authorized by USAID in writing, no funds or other support provided hereunder may be used for any activity that involves investment promotion in a foreign country.

b. In the event the recipient is requested or wishes to provide assistance in the above area or requires clarification from USAID as to whether the activity would be consistent with the limitation set forth above, the recipient must notify the Agreement Officer and provide a detailed description of the proposed activity. The recipient must not proceed with the activity until advised by USAID that it may do so.

c. The recipient must ensure that its employees and sub-recipients and contractors providing investment promotion services hereunder are made aware of the restrictions set forth in this clause and must include this clause in all contracts and other sub-agreements entered into hereunder.

[END OF PROVISION]

10. REPORTING OF FOREIGN TAXES (March 2006)

a. The recipient must annually submit a report by April 16 of the next year.

b. Contents of Report. The report must contain:

(i) Contractor/recipient name.

(ii) Contact name with phone, fax and email.

(iii) Agreement number(s).

(iv) Amount of foreign taxes assessed by a foreign government [each foreign government must be listed separately] on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year.

(v) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance is to be reported. Foreign taxes by a third party foreign government are not to

be reported. For example, if an assistance program for Lesotho involves the purchase of commodities in South Africa using foreign assistance funds, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa).

(vi) Any reimbursements received by the Recipient during the period in (iv) regardless of when the foreign tax was assessed and any reimbursements on the taxes reported in (iv) received through March 31.

(vii) Report is required even if the recipient did not pay any taxes during the report period.

(viii) Cumulative reports may be provided if the recipient is implementing more than one program in a foreign country.

c. Definitions. For purposes of this clause:

(i) "Agreement" includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements.

(ii) "Commodity" means any material, article, supply, goods, or equipment.

(iii) "Foreign government" includes any foreign governmental entity.

(iv) "Foreign taxes" means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.

d. Where. Submit the reports to: Financial Office, USAID/Guatemala. C.c. AOTR

e. Subagreements. The recipient must include this reporting requirement in all applicable subcontracts, subgrants and other subagreements.

f. For further information see <http://www.state.gov/m/rm/c10443.htm>.

[END OF PROVISION]

11. FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (January 2002)

Funds in this agreement may not be used to finance the travel, per diem, hotel expenses, meals, conference fees or other conference costs for any member of a foreign government's delegation to an international conference sponsored by a public international organization, except as provided in ADS Mandatory Reference "Guidance on Funding Foreign Government Delegations to International Conferences or as approved by the Agreement Officer.

These provisions also must be included in the Standard Provisions of any new grant or cooperative agreement to a public international organization or a U.S. or non-U.S. non-governmental organization financed with FY04 HIV/AIDS funds or modification to an existing grant or cooperative agreement that adds FY04 HIV/AIDS.

[END OF PROVISION]

12. ASSISTANCE PROVISIONS – NON-GOVERNMENTAL ORGANIZATIONS (NGOs) AND NON-EXEMPT PUBLIC INTERNATIONAL ORGANIZATIONS (PIOs)

A.1. ORGANIZATIONS ELIGIBLE FOR ASSISTANCE (JUNE 2005)

An organization that is otherwise eligible to receive funds under this agreement to prevent, treat, or monitor HIV/AIDS shall not be required to endorse or utilize a multisectoral approach to combating HIV/AIDS, or to endorse, utilize, or participate in a prevention method or treatment program to which the organization has a religious or moral objection.

[END OF PROVISION]

A.2. CONDOMS (JUNE 2005)

Information provided about the use of condoms as part of projects or activities that are funded under this agreement shall be medically accurate and shall include the public health benefits and failure rates of such use and shall be consistent with USAID's fact sheet entitled, "USAID: HIV/STI Prevention and Condoms. This fact sheet may be accessed at:

http://www.usaid.gov/our_work/global_health/aids/TechAreas/prevention/condomfactsheet.html

[END OF PROVISION]

A.3. PROHIBITION ON THE PROMOTION OR ADVOCACY OF THE LEGALIZATION OR PRACTICE OF PROSTITUTION OR SEX TRAFFICKING (ASSISTANCE – APRIL 2010)

A. Assistance Provisions – Non-Governmental Organizations (NGOs) and Non-Exempt Public International Organizations (PIOs)¹

“PROHIBITION ON THE PROMOTION OR ADVOCACY OF THE LEGALIZATION OR PRACTICE OF PROSTITUTION OR SEX TRAFFICKING (ASSISTANCE) (APRIL 2010)

(a) The U.S. Government is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. None of the funds made available under this agreement may be used to promote or advocate the legalization or practice of prostitution or sex trafficking. Nothing in the preceding sentence shall be construed to preclude the provision to individuals of palliative care, treatment, or postexposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and, when proven effective, microbicides.

(b)(1) Except as provided in (b)(2) and (b)(3), by accepting this award or any subaward, a nongovernmental organization or public international organization awardee/subawardee

¹ The list of statutorily exempt PIOs is included below under “13. Assistance Provision – The Global Fund to Fight AIDS, Tuberculosis and Malaria, the World Health Organization, the International AIDS Vaccine Initiative, and any United Nations agency”.

agrees that it is opposed to the practices of prostitution and sex trafficking because of the psychological and physical risks they pose for women, men, and children.²

(b)(2) The following organizations are exempt from (b)(1): the Global Fund to Fight AIDS, Tuberculosis and Malaria; the World Health Organization; the International AIDS Vaccine Initiative; and any United Nations agency.

(b)(3) Contractors and subcontractors are exempt from (b)(1) if the contract or subcontract is for commercial items and services as defined in FAR 2.101, such as pharmaceuticals, medical supplies, logistics support, data management, and freight forwarding.

(b)(4) Notwithstanding section (b)(3), not exempt from (b)(1) are recipients, subrecipients, contractors, and subcontractors that implement HIV/AIDS programs under this assistance award, any subaward, or procurement contract or subcontract by:

(i) providing supplies or services directly to the final populations receiving such supplies or services in host countries;

(ii) providing technical assistance and training directly to host country individuals or entities on the provision of supplies or services to the final populations receiving such supplies and services; or

(iii) providing the types of services listed in FAR 37.203(b)(1)-(6) that involve giving advice about substantive policies of a recipient, giving advice regarding the activities referenced in (i) and (ii), or making decisions or functioning in a recipient's chain of command (e.g., providing managerial or supervisory services approving financial transactions, personnel actions).

(c) The following definitions apply for purposes of this provision:

“Commercial sex act” means any sex act on account of which anything of value is given to or received by any person.

“Prostitution” means procuring or providing any commercial sex act and the practice of prostitution” has the same meaning.

“Sex trafficking” means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act. 22 U.S.C. 7102(9).

(d) The recipient shall insert this provision, which is a standard provision, in all subawards, procurement contracts or subcontracts.

² The following footnote should only be included in awards to Alliance for Open Society International (AOSI), Pathfinder, or a member of the Global Health Council (GHC) or InterAction (with the exception of DKT International, Inc.):

“Any enforcement of this clause is subject to Alliance for Open Society International v. USAID, 05 Civ. 8209 (S.D.N.Y., orders filed on June 29, 2006 and August 8, 2008) (orders granting preliminary injunction) for the term of the Orders.” The lists of members of GHC and InterAction can be found at:

http://www.usaid.gov/business/business_opportunities/cib/pdf/GlobalHealthMemberlist.pdf

(e) This provision includes express terms and conditions of the award and any violation of it shall be grounds for unilateral termination of the award by USAID prior to the end of its term.

(End of Provision)

13. ASSISTANCE PROVISIONS – THE GLOBAL FUND TO FIGHT AIDS, TUBERCULOSIS AND MALARIA, THE WORLD HEALTH ORGANIZATION, THE INTERNATIONAL AIDS VACCINE INITIATIVE, AND ANY UNITED NATIONS AGENCY

A.1. ORGANIZATIONS ELIGIBLE FOR ASSISTANCE (JUNE 2005)

An organization that is otherwise eligible to receive funds under this agreement to prevent, treat, or monitor HIV/AIDS shall not be required to endorse or utilize a multisectoral approach to combating HIV/AIDS, or to endorse, utilize, or participate in a prevention method or treatment program to which the organization has a religious or moral objection.

[END OF PROVISION]

A.2. CONDOMS (JUNE 2005)

Information provided about the use of condoms as part of projects or activities that are funded under this agreement shall be medically accurate and shall include the public health benefits and failure rates of such use and shall be consistent with USAID's fact sheet entitled, "USAID: HIV/STI Prevention and Condoms. This fact sheet may be accessed at:

http://www.usaid.gov/our_work/global_health/aids/TechAreas/prevention/condomfactsheet.html

[END OF PROVISION]

A.3 Prohibition on the Promotion or Advocacy of the Legalization or Practice of Prostitution or Sex Trafficking (Assistance – the Global Fund to Fight AIDS, Tuberculosis and Malaria, the World Health Organization, the International AIDS Vaccine Initiative and any United Nations agency) (April 2010)

PROHIBITION ON THE PROMOTION OR ADVOCACY OF THE LEGALIZATION OR PRACTICE OF PROSTITUTION OR SEX TRAFFICKING (ASSISTANCE – THE GLOBAL FUND TO FIGHT AIDS, TUBERCULOSIS AND MALARIA, THE WORLD HEALTH ORGANIZATION, THE INTERNATIONAL AIDS VACCINE INITIATIVE, AND ANY UNITED NATIONS AGENCY) (APRIL 2010)

(a) The U.S. Government is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. None of the funds made available under this agreement may be used to promote or advocate the legalization or practice of prostitution or sex trafficking. Nothing in the preceding sentence shall be construed to preclude the provision to individuals of palliative care, treatment, or postexposure pharmaceutical prophylaxis, and necessary

pharmaceuticals and commodities, including test kits, condoms, and, when proven effective, microbicides.

(b) The following definitions apply for purposes of this provision:

“Commercial sex act” means any sex act on account of which anything of value is given to or received by any person.

“Prostitution” means procuring or providing any commercial sex act and the “practice of prostitution” has the same meaning.

“Sex trafficking” means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act. 22 U.S.C. 7102(9).

(c) The recipient shall insert this provision, which is a standard provision, in all subawards.

(d) This provision includes express terms and conditions of the award and any violation of it shall be grounds for unilateral termination of the award by USAID prior to the end of its term.

(End of Provision)”

17. USAID DISABILITY POLICY - ASSISTANCE (DECEMBER 2004)

a. The objectives of the USAID Disability Policy are (1) to enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies, activity designs and implementation; (2) to increase awareness of issues of people with disabilities both within USAID programs and in host countries; (3) to engage other U.S. government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; and (4) to support international advocacy for people with disabilities. The full text of the policy paper can be found at the following website: http://pdf.dec.org/pdf_docs/PDABQ631.pdf

b. USAID therefore requires that the recipient not discriminate against people with disabilities in the implementation of USAID funded programs and that it make every effort to comply with the objectives of the USAID Disability Policy in performing the program under this grant or cooperative agreement. To that end and to the extent it can accomplish this goal within the scope of the program objectives, the recipient should demonstrate a comprehensive and consistent approach for including men, women and children with disabilities.

[END OF PROVISION]



Mandatory Standard Provisions for Non-U.S., Nongovernmental Recipients

A Mandatory Reference for ADS Chapter 303

Revision Date: 01/23/2009

I. MANDATORY STANDARD PROVISIONS FOR NON-U.S. NONGOVERNMENTAL RECIPIENTS

1. ALLOWABLE COSTS (OCTOBER 1998)

a. The recipient shall be reimbursed for costs incurred in carrying out the purposes of this award which are determined by the Agreement Officer to be reasonable, allocable, and allowable in accordance with the terms of this award and the applicable* cost principles in effect on the date of this award. The recipient may obtain a copy from the Agreement Officer. Brief definitions of what may be considered as reasonable, allocable, and allowable costs are provided below, however, it is the recipient's responsibility to ensure that costs incurred are in accordance with the applicable set of Cost Principles.

(1) Reasonable. Shall mean those costs which are generally recognized as ordinary and necessary and would be incurred by a prudent person in the conduct of normal business.

(2) Allocable Costs. Shall mean those costs which are incurred specifically for the award.

(3) Allowable Costs. Shall mean those costs which conform to any limitations in the award.

b. Prior to incurring a questionable or unique cost, the recipient shall obtain the Agreement Officer's written determination on whether the cost will be allowable.

c. It is USAID policy that no funds shall be paid as profit or fee to a recipient under this agreement or any subrecipient. This restriction does not apply to contractual relationships under this agreement.

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*NOTE: For educational institutions use OMB Circular A-21; for all other non-profit organizations use OMB Circular A-122; and for profit making firms use Federal Acquisition Regulation 31.2 and USAID Acquisition Regulation 731.2.

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[END OF PROVISION]

2. ACCOUNTING, AUDIT, AND RECORDS (OCTOBER 1998)

a. The recipient shall maintain financial records, supporting documents, statistical records and all other records pertinent to the award in accordance with generally accepted accounting principles formally prescribed by the U.S., the cooperating country, or the International Accounting Standards Committee (an affiliate of the International Federation of Accountants) to sufficiently substantiate charges to this award. Accounting records that are supported by documentation will as a minimum be adequate to show all costs incurred under the award, receipt, and use of goods and services acquired under the award, the costs of the program supplied from other sources, and the overall progress of the program. Unless otherwise notified, the recipient records and subrecipient records which pertain to this award shall be retained for a period of three years from the date of submission of the final expenditure report and may be audited by USAID and/or its representatives.

b. Foreign for-profit and non-profit organizations that expend \$300,000 or more per their fiscal year in "USAID awards", i.e. as recipients or subrecipients of USAID

grants or cooperative agreements, or as cost reimbursable subcontractors of USAID grants or cooperative agreements, shall have an annual audit conducted in accordance with the "Guidelines for Financial Audits Contracted by Foreign Recipients" issued by the USAID Inspector General.

c. Foreign for-profit and non-profit organizations expending less than \$300,000 per their fiscal year under USAID cost-reimbursable contracts, grants, cooperative agreements, or agreements with host governments shall be exempt from the above financial audit requirements, but are subject to the requirement to make records available upon request for review by USAID officials or their designees.

d. USAID shall retain the right to conduct a financial review, require an audit, or otherwise ensure adequate accountability of organizations expending USAID funds regardless of the audit requirement.

e. Foreign organizations that provide USAID resources to other organizations to carry out the USAID program and activities shall be responsible for monitoring their subcontractors or subgrantees. Allowable costs for limited scope subrecipient audits charged to USAID funds shall be limited to one or more of the following types of compliance requirements: activities allowed or unallowed; allowable costs/cost principles; eligibility; matching, level of effort; earmarking; and reporting.

f. The audit report shall be submitted to USAID within 30 days after completion of the audit; the audit shall be completed, and the report submitted, not later than 9 months after the close of the recipient's fiscal year. The USAID Inspector General will review this report to determine whether it complies with the audit requirements of this award. No audit costs may be charged to this award if audits have not been made in accordance with the terms of this provision. In cases of continued inability or unwillingness to have an audit performed in accordance with the terms of this provision, USAID will consider appropriate sanctions which may include suspension of all or a percentage of disbursements until the audit is satisfactorily completed.

g. This provision in its entirety shall be incorporated into all subawards with non-U.S. organizations which meet the \$300,000 threshold as described at paragraph (b) of this Provision. Subawards to non-U.S. organizations which are for more than \$10,000 but do not meet the \$300,000 threshold shall at a minimum incorporate paragraph (d) of this Provision. Subawards of grants and cooperative agreements made to U.S. organizations shall state that the U.S. organization is subject to the audit requirements contained in OMB Circular A-133.

[END OF PROVISION]

3. PAYMENT ADVANCES AND REFUNDS (OCTOBER 1998)

a. Recipients shall maintain advances of USAID funds in interest bearing accounts, unless:

- (1) the recipient receives less than \$120,000 in U.S. Government awards per year;
- (2) the best reasonably available interest bearing account would not be expected to earn interest in excess of \$250 per year on U.S. Government cash balances; or
- (3) the depository would require an average or minimum balance so high that it would not be practical to maintain the advance in an interest bearing account.

b. Interest earned on advances will be remitted to USAID. However, the recipient may retain up to \$250 of interest earnings per account per year, for administrative expenses.

c. At the time the award expires or is terminated, the following types of funds shall immediately revert to USAID:

- (1) USAID has obligated funds to the award, but has not disbursed them to the recipient; or
- (2) USAID has advanced funds to the recipient, but the recipient has not expended them.

Notwithstanding (c) (1) and (2) above, funds which the recipient has obligated in legally binding transactions applicable to this award will not revert to USAID.

d. USAID reserves the right to require refund by the recipient of any amount which the recipient did not spend in accordance with the terms and conditions of this award. In the event that a final audit has not been performed prior to the closeout of this award, USAID retains the right to a refund until all claims which may result from the final audit have been resolved between USAID and the recipient.

[END OF PROVISION]

4. REVISION OF AWARD BUDGET (OCTOBER 1998)

a. The approved award budget is the financial expression of the recipient's program as approved during the award process.

b. The recipient is required to report deviations from budget and program plans, and request prior approvals from the Agreement Officer for any of the following reasons:

- (1) To change the scope or the objectives of the project and/or revise the funding allocated among project objectives.
- (2) To change a key person where specified in the award, or allow a 25% reduction in time devoted to the project.
- (3) Additional funding is needed.
- (4) Where indirect costs have been authorized, the recipient plans to transfer funds budgeted for indirect costs to absorb increases in direct costs or vice versa.
- (5) The inclusion of costs that require prior approval in accordance with the applicable set of Cost Principles.
- (6) The transfer of funds allotted for training allowances (direct payment to trainees) to other categories of expense.
- (7) The recipient intends to contract or subaward any of the work under this award, and such contracts or subawards were not included in the approved award budget.

c. If specified in the Schedule of the award, the recipient may be further restricted from transferring funds among cost categories. Such a restriction would require the recipient to get the prior approval of the Agreement Officer before making budget shifts which expect to exceed 10% of the total budget.

d. USAID is under no obligation to reimburse the recipient for costs incurred in excess of the total amount obligated under the award. If the total obligated amount under the award has been increased, the Agreement Officer will notify the recipient in writing of the increase and specify the new total obligated award amount.

[END OF PROVISION]

5. TERMINATION AND SUSPENSION (OCTOBER 1998)

a. The Agreement Officer may terminate this award at any time, in whole or in part, upon written notice to the recipient, whenever it is determined that the recipient has materially failed to comply with the terms and conditions of the award.

b. This award may be terminated at any time, in whole or in part, by the Agreement Officer with the consent of the recipient. Both parties shall agree upon termination conditions, including the effective date and, in the case of partial terminations, the portion of the award to be terminated. The agreement to terminate shall be set forth in a letter from the Agreement Officer to the recipient.

c. This award may be terminated at any time in whole or in part by the recipient upon sending written notification to the Agreement Officer with the following information: the reasons for the termination, the effective date, and, in the case of a partial termination, the portion to be terminated. However, if USAID determines in the case of partial termination that the reduced or modified portion of the award will not accomplish the purposes for which the award was made, USAID may terminate the award in its entirety in accordance with paragraphs (a) or (b) above.

d. If at any time USAID determines that continuation of all or part of the funding for a program should be suspended or terminated because such assistance would not be in the national interest of the United States or would be in violation of an applicable law, then USAID may, following notice to the recipient, suspend or terminate this award in whole or part and prohibit the recipient from incurring additional obligations chargeable to this award other than those costs specified in the notice of suspension during the period of suspension. If the situation causing the suspension continues for 60 days or more, then USAID may terminate this award on written notice to the recipient and cancel that portion of this award which has not been disbursed or irrevocably committed to third parties.

e. Termination and Suspension Procedures. Upon receipt of and in accordance with a termination notice as specified above, the recipient shall take immediate action to minimize all expenditures and obligations financed by this award and shall cancel such unliquidated obligations whenever possible. Except as provided below, the recipient shall not incur costs after the effective date of termination.

The recipient shall within 30 calendar days after the effective date of such termination repay to the U.S. Government all unexpended USAID funds which are not otherwise obligated by a legally binding transaction applicable to this award. Should the funds paid by USAID to the recipient prior to the effective date of the termination of this award be insufficient to cover the recipient's obligations in the legally binding transaction, the recipient may submit to the Government within 90 calendar days after the effective date of such termination a written claim covering such obligations. The Agreement Officer shall determine the amount(s) to be paid by USAID to the recipient under such claim in accordance with the applicable Cost Principles.

This provision must be included in all subagreements.

[END OF PROVISION]

6. DISPUTES (OCTOBER 1998)

a. Any dispute under this award shall be decided by the USAID Agreement Officer. The Agreement Officer shall furnish the recipient a written copy of the decision.

b. Decisions of the USAID Agreement Officer shall be final unless, within 30 days of receipt of the decision of the Agreement Officer, the recipient appeals the decision to USAID's Assistance Executive. Any appeal made under this provision shall be in writing and addressed to the Assistance Executive, U.S. Agency for International

Development, Office of Procurement, 1300 Pennsylvania Ave, N.W., Washington, D.C. 20523. A copy of the appeal shall be concurrently furnished to the Agreement Officer.

c. In order to facilitate review on the record by the Assistance Executive, the recipient shall be given an opportunity to submit written evidence in support of its appeal. No hearing will be provided.

d. A decision under this provision by the Assistance Executive shall be final.

[END OF PROVISION]

7. INELIGIBLE COUNTRIES (MAY 1986)

Unless otherwise approved by the USAID Agreement Officer, funds will only be expended for assistance to countries eligible for assistance under the Foreign Assistance Act of 1961, as amended, or under acts appropriating funds for foreign assistance.

[END OF PROVISION]

8. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (JANUARY 2004)

a. The recipient agrees to notify the Agreement Officer immediately upon learning that it or any of its principals:

(1) Are presently excluded or disqualified from covered transactions by any Federal department or agency;

(2) Have been convicted within the preceding three-years period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;

(3) Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b); and

(4) Have had one or more public transactions (Federal, State, or local) terminated for cause or default within the preceding three years.

b. The recipient agrees that, unless authorized by the Agreement Officer, it will not knowingly enter into any subagreements or contracts under this grant with a person or entity that is included on the Excluded Parties List System (<http://epls.arnet.gov>). The recipient further agrees to include the following provision in any subagreements or contracts entered into under this award:

**DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION
(DECEMBER 2003)**

The recipient/contractor certifies that neither it nor its principals is presently excluded or disqualified from participation in this transaction by any Federal department or agency.

c. The policies and procedures applicable to debarment, suspension, and ineligibility under USAID-financed transactions are set forth in 22 CFR Part 208.

[END OF PROVISION]

9. DRUG-FREE WORKPLACE (JANUARY 2004)

a. The recipient agrees that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any Federal award. The statement must

- (1) Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;
- (2) Specify the actions the recipient will take against employees for violating that prohibition; and
- (3) Let each employee know that, as a condition of employment under any award, he or she

(i) Must abide by the terms of the statement, and

(ii) Must notify you in writing if he or she is convicted for a violation of a criminal drug statute occurring in the workplace, and must do so no more than five calendar days after the conviction.

b. The recipient agrees that it will establish an ongoing drug-free awareness program to inform employees about

- (i) The dangers of drug abuse in the workplace;
- (ii) Your policy of maintaining a drug-free workplace;
- (iii) Any available drug counseling, rehabilitation and employee assistance programs; and
- (iv) The penalties that you may impose upon them for drug abuse violations occurring in the workplace.

c. Without the Agreement Officer's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this award, or the completion date of this award, whichever occurs first.

d. The recipient agrees to immediately notify the Agreement Officer if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the number of each award on which the employee worked. The notification must be sent to the Agreement Officer within ten calendar days after the recipient learns of the conviction.

e. Within 30 calendar days of learning about an employee's conviction, the recipient must either

- (1) Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or

(2) Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

f. The policies and procedures applicable to violations of these requirements are set forth in 22 CFR Part 210.

[END OF PROVISION]

10. NONLIABILITY (NOVEMBER 1985)

USAID does not assume liability for any third party claims for damages arising out of this award.

[END OF PROVISION]

11. AMENDMENT (OCTOBER 1998)

The award may be amended by formal modifications to the basic award document or by means of an exchange of letters or forms between the Agreement Officer and an appropriate official of the recipient.

[END OF PROVISION]

12. NOTICES (OCTOBER 1998)

Any notice given by USAID or the recipient shall be sufficient only if in writing and delivered in person or mailed as follows:

To the USAID Agreement Officer and Cognizant Technical Officer, at the addresses specified in the award. To recipient, at recipient's address shown in the award or to such other address designated within the award.

Notices shall be effective when delivered in accordance with this provision, or on effective date of the notice, whichever is later.

[END OF PROVISION]

13. METRIC SYSTEM OF MEASUREMENT (AUGUST 1992)

Wherever measurements are required or authorized, they shall be made, computed, and recorded in metric system units of measurement, unless otherwise authorized by the Agreement Officer in writing when it has found that such usage is impractical or is likely to cause U.S. firms to experience significant inefficiencies or the loss of markets. Where the metric system is not the predominant standard for a particular application, measurements may be expressed in both the metric and the traditional equivalent units, provided the metric units are listed first.

[END OF PROVISION]

14. EQUAL PROTECTION OF THE LAWS FOR FAITH-BASED AND COMMUNITY ORGANIZATIONS (December 2009)

a. All the requirements of 22 CFR Part 205, Participation By Religious Organizations In USAID Programs, are applicable to the recipient and to subrecipients which meet the definition of "Recipient" in 22 CFR Part 226. The requirements of 22 CFR Part 205 apply to both religious and secular organizations.

b. If the recipient makes subawards under this agreement, faith-based organizations must be eligible to participate on the same basis as other organizations, and must not be discriminated for or against on the basis of their religious character or affiliation.

c. The recipient must not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services directly funded with financial assistance from USAID. If the recipient engages in inherently religious activities, such as worship, religious instruction, and proselytization, it must offer those services at a different time or location from any programs or services directly funded by this award, and participation by beneficiaries in any such inherently religious activities must be voluntary. These restrictions do not apply to programs where USAID funds are provided to chaplains to work with inmates in prisons, detention facilities, or community correction centers, or where USAID funds are provided to religious or other organizations for programs in prisons, detention facilities, or community correction centers, in which such organizations assist chaplains in carrying out their duties.

d. The recipient must not use USAID funds for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. Where a structure is used for both eligible and inherently religious activities, USAID funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with applicable cost accounting principles. Sanctuaries, chapels, or other rooms that the recipient uses as its principal place of worship are ineligible for acquisition, construction, rehabilitation, or improvements using USAID funds.

e. The recipient may not discriminate against any beneficiary or potential beneficiary under this award on the basis of religion or religious belief. Accordingly, in providing services supported in whole or in part by this agreement or in its outreach activities related to such services, the recipient may not discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice.

f. When the recipient is a religious organization, the recipient

(1) Retains its independence and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct financial assistance from USAID to support any inherently religious activities, such as worship, religious instruction, or proselytization.

(2) Retains its authority over its internal governance and may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

(3) Retains its exemption from the Federal prohibition on employment discrimination on the basis of religion, set forth in Sec. 702(a) of the Civil Rights Act of 1964, 42 U.S.C. 2000e-1.

(4) May use space in its facilities, without removing religious art, icons, scriptures, or other religious symbols.

g. The Secretary of State may waive the requirements of this provision in whole or in part, on a case-by-case basis, where the Secretary determines that such waiver is necessary to further the national security or foreign policy interests of the United States.

[END OF PROVISION]

15. IMPLEMENTATION OF E.O. 13224 -- EXECUTIVE ORDER ON TERRORIST FINANCING (MARCH 2002)

The Recipient is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the recipient to ensure compliance with these Executive Orders and laws. This provision must be included in all contracts/subawards issued under this agreement

[END OF PROVISION]

16. MARKING UNDER USAID-FUNDED ASSISTANCE INSTRUMENTS (DECEMBER 2005)

(a) Definitions

Commodities mean any material, article, supply, goods or equipment, excluding recipient offices, vehicles, and non-deliverable items for recipient's internal use, in administration of the USAID funded grant, cooperative agreement, or other agreement or subagreement.

Principal Officer means the most senior officer in a USAID Operating Unit in the field, e.g., USAID Mission Director or USAID Representative. For global programs managed from Washington but executed across many countries, such as disaster relief and assistance to internally displaced persons, humanitarian emergencies or immediate post conflict and political crisis response, the cognizant Principal Officer may be an Office Director, for example, the Directors of USAID/W/Office of Foreign Disaster Assistance and Office of Transition Initiatives. For non-presence countries, the cognizant Principal Officer is the Senior USAID officer in a regional USAID Operating Unit responsible for the non-presence country, or in the absence of such a responsible operating unit, the Principal U.S Diplomatic Officer in the non-presence country exercising delegated authority from USAID.

Programs mean an organized set of activities and allocation of resources directed toward a common purpose, objective, or goal undertaken or proposed by an organization to carry out the responsibilities assigned to it.

Projects include all the marginal costs of inputs (including the proposed investment) technically required to produce a discrete marketable output or a desired result (for example, services from a fully functional water/sewage treatment facility).

Public communications are documents and messages intended for distribution to audiences external to the recipient's organization. They include, but are not limited to, correspondence, publications, studies, reports, audio visual productions, and other informational products; applications, forms, press and promotional materials used in connection with USAID funded programs, projects or activities, including signage and plaques; Web sites/Internet activities; and events such as training courses, conferences, seminars, press conferences and so forth.

Subrecipient means any person or government (including cooperating country government) department, agency, establishment, or for profit or nonprofit organization that receives a USAID subaward, as defined in 22 C.F.R. 226.2.

Technical Assistance means the provision of funds, goods, services, or other foreign assistance, such as loan guarantees or food for work, to developing countries and other USAID recipients, and through such recipients to subrecipients, in direct support of a development objective – as opposed to the internal management of the foreign assistance program.

USAID Identity (Identity) means the official marking for the United States Agency for International Development (USAID), comprised of the USAID logo or seal and new brandmark, with the tagline that clearly communicates that our assistance is “from the American people.” The USAID Identity is available on the USAID website at www.usaid.gov/branding and USAID provides it without royalty, license, or other fee to recipients of USAID-funded grants, or cooperative agreements, or other assistance awards

(b) Marking of Program Deliverables

(1) All recipients must mark appropriately all overseas programs, projects, activities, public communications, and commodities partially or fully funded by a USAID grant or cooperative agreement or other assistance award or subaward with the USAID Identity, of a size and prominence equivalent to or greater than the recipient's, other donor's, or any other third party's identity or logo.

(2) The Recipient will mark all program, project, or activity sites funded by USAID, including visible infrastructure projects (for example, roads, bridges, buildings) or other programs, projects, or activities that are physical in nature (for example, agriculture, forestry, water management) with the USAID Identity. The Recipient should erect temporary signs or plaques early in the construction or implementation phase. When construction or implementation is complete, the Recipient must install a permanent, durable sign, plaque or other marking.

(3) The Recipient will mark technical assistance, studies, reports, papers, publications, audio-visual productions, public service announcements, Web sites/Internet activities and other promotional, informational, media, or communications products funded by USAID with the USAID Identity.

(4) The Recipient will appropriately mark events financed by USAID, such as training courses, conferences, seminars, exhibitions, fairs, workshops, press conferences and other public activities, with the USAID Identity. Unless directly prohibited and as appropriate to the surroundings, recipients should display additional materials, such as signs and banners, with the USAID Identity. In circumstances in which the USAID Identity cannot be displayed visually, the recipient is encouraged otherwise to acknowledge USAID and the American people's support.

(5) The Recipient will mark all commodities financed by USAID, including commodities or equipment provided under humanitarian assistance or disaster relief programs, and all other equipment, supplies, and other materials funded by USAID, and their export packaging with the USAID Identity.

(6) The Agreement Officer may require the USAID Identity to be larger and more prominent if it is the majority donor, or to require that a cooperating country government's identity be larger and more prominent if circumstances warrant, and as appropriate depending on the audience, program goals, and materials produced.

(7) The Agreement Officer may require marking with the USAID Identity in the event that the recipient does not choose to mark with its own identity or logo.

(8) The Agreement Officer may require a pre-production review of USAID-funded public communications and program materials for compliance with the approved Marking Plan.

(9) Subrecipients. To ensure that the marking requirements "flow down" to subrecipients of subawards, recipients of USAID funded grants and cooperative agreements or other assistance awards will include the USAID-approved marking provision in any USAID funded subaward, as follows:

"As a condition of receipt of this subaward, marking with the USAID Identity of a size and prominence equivalent to or greater than the recipient's, subrecipient's, other donor's or third party's is required. In the event the recipient chooses not to require marking with its own identity or logo by the subrecipient, USAID may, at its discretion, require marking by the subrecipient with the USAID Identity."

(10) Any 'public communications', as defined in 22 C.F.R. 226.2, funded by USAID, in which the content has not been approved by USAID, must contain the following disclaimer:

"This study/report/audio/visual/other information/media product (specify) is made possible by the generous support of the American people through the United States Agency for International Development (USAID). The contents are the responsibility of [insert recipient name] and do not necessarily reflect the views of USAID or the United States Government."

(11) The recipient will provide the Cognizant Technical Officer (CTO) or other USAID personnel designated in the grant or cooperative agreement with two copies of all program and communications materials produced under the award. In addition, the recipient will submit one electronic or one hard copy of all final documents to USAID's Development Experience Clearinghouse.

(c) Implementation of marking requirements.

(1) When the grant or cooperative agreement contains an approved Marking Plan, the recipient will implement the requirements of this provision following the approved Marking Plan.

(2) When the grant or cooperative agreement does not contain an approved Marking Plan, the recipient will propose and submit a plan for implementing the requirements of this provision within **[Agreement Officer fill-in]** days after the effective date of this provision. The plan will include:

(i) A description of the program deliverables specified in paragraph (b) of this provision that the recipient will produce as a part of the grant or cooperative agreement and which will visibly bear the USAID Identity.

- (ii) the type of marking and what materials the applicant uses to mark the program deliverables with the USAID Identity,
- (iii) when in the performance period the applicant will mark the program deliverables, and where the applicant will place the marking,
- (3) The recipient may request program deliverables not be marked with the USAID Identity by identifying the program deliverables and providing a rationale for not marking these program deliverables. Program deliverables may be exempted from USAID marking requirements when:
 - (i) USAID marking requirements would compromise the intrinsic independence or neutrality of a program or materials where independence or neutrality is an inherent aspect of the program and materials;
 - (ii) USAID marking requirements would diminish the credibility of audits, reports, analyses, studies, or policy recommendations whose data or findings must be seen as independent;
 - (iii) USAID marking requirements would undercut host-country government “ownership” of constitutions, laws, regulations, policies, studies, assessments, reports, publications, surveys or audits, public service announcements, or other communications better positioned as “by” or “from” a cooperating country ministry or government official;
 - (iv) USAID marking requirements would impair the functionality of an item;
 - (v) USAID marking requirements would incur substantial costs or be impractical;
 - (vi) USAID marking requirements would offend local cultural or social norms, or be considered inappropriate;
 - (vii) USAID marking requirements would conflict with international law.
- (4) The proposed plan for implementing the requirements of this provision, including any proposed exemptions, will be negotiated within the time specified by the Agreement Officer after receipt of the proposed plan. Failure to negotiate an approved plan with the time specified by the Agreement Officer may be considered as noncompliance with the requirements of this provision.

(d) Waivers.

- (1) The recipient may request a waiver of the Marking Plan or of the marking requirements of this provision, in whole or in part, for each program, project, activity, public communication or commodity, or, in exceptional circumstances, for a region or country, when USAID required marking would pose compelling political, safety, or security concerns, or when marking would have an adverse impact in the cooperating country. The recipient will submit the request through the Cognizant Technical Officer. The Principal Officer is responsible for approvals or disapprovals of waiver requests.
- (2) The request will describe the compelling political, safety, security concerns, or adverse impact that require a waiver, detail the circumstances and rationale for the waiver, detail the specific requirements to be waived, the specific portion of the Marking Plan to be waived, or specific marking to be waived, and include a description of how program materials will be marked (if at all) if the USAID Identity is removed. The request should also provide a rationale for any use of recipient’s own identity/logo or that of a third party on materials that will be subject to the waiver.
- (3) Approved waivers are not limited in duration but are subject to Principal Officer review at any time, due to changed circumstances.

(4) Approved waivers “flow down” to recipients of subawards unless specified otherwise. The waiver may also include the removal of USAID markings already affixed, if circumstances warrant.

(5) Determinations regarding waiver requests are subject to appeal to the Principal Officer’s cognizant Assistant Administrator. The recipient may appeal by submitting a written request to reconsider the Principal Officer’s waiver determination to the cognizant Assistant Administrator.

(e) Non-retroactivity. The requirements of this provision do not apply to any materials, events, or commodities produced prior to January 2, 2006. The requirements of this provision do not apply to program, project, or activity sites funded by USAID, including visible infrastructure projects (for example, roads, bridges, buildings) or other programs, projects, or activities that are physical in nature (for example, agriculture, forestry, water management) where the construction and implementation of these are complete prior to January 2, 2006 and the period of the grant does not extend past January 2, 2006.

[END OF PROVISION]

17. VOLUNTARY POPULATION PLANNING ACTIVITIES – MANDATORY REQUIREMENTS (MAY 2006)

Requirements for Voluntary Sterilization Programs

(1) None of the funds made available under this award shall be used to pay for the performance of involuntary sterilization as a method of family planning or to coerce or provide any financial incentive to any individual to practice sterilization.

Prohibition on Abortion-Related Activities:

(1) No funds made available under this award will be used to finance, support, or be attributed to the following activities: (i) procurement or distribution of equipment intended to be used for the purpose of inducing abortions as a method of family planning; (ii) special fees or incentives to any person to coerce or motivate them to have abortions; (iii) payments to persons to perform abortions or to solicit persons to undergo abortions; (iv) information, education, training, or communication programs that seek to promote abortion as a method of family planning; and (v) lobbying for or against abortion. The term “motivate”, as it relates to family planning assistance, shall not be construed to prohibit the provision, consistent with local law, of information or counseling about all pregnancy options.

(2) No funds made available under this award will be used to pay for any biomedical research which relates, in whole or in part, to methods of, or the performance of, abortions or involuntary sterilizations as a means of family planning. Epidemiologic or descriptive research to assess the incidence, extent or consequences of abortions is not precluded.

[END OF PROVISION]

II. REQUIRED AS APPLICABLE STANDARD PROVISIONS FOR NON-U.S., NONGOVERNMENTAL RECIPIENTS

1. PAYMENT – ADVANCE (OCTOBER 1998)

a. In accordance with the Standard Provision entitled "Payment Advances and Refund": USAID funds shall not be commingled with other recipient owned or controlled funds; the recipient shall deposit all USAID cash advances in a separate bank account and shall make all disbursements for goods and services from this account.

b. Advances shall be limited to the minimum amounts needed to meet current disbursement needs (generally 30 days) and shall be scheduled so that the funds are available to the grantee as close as is administratively feasible to the actual disbursements by the grantee for program costs. Advances made by the recipient to subrecipients or the recipient's field organizations shall conform substantially to the same standards of timing and amount as apply to cash advances by USAID to the recipient.

Procedures

c. After receipt of the initial advance, the recipient shall submit a Standard Form 1034 for each upcoming month (30 day period), with the statement "Request for Advance" printed at the top of the form. The recipient may submit a set of these forms on a quarterly basis (i.e. submission of three SF 1034s one for each month in the upcoming quarter). At the end of each quarter the recipient shall submit a SF 1034 (marked "Liquidation of Advances") to liquidate the advances of the previous quarter. The recipient may submit a new set of SF 1034s ("Request for Advance") once the "Liquidation of Advances" has been submitted. Each SF 1034 shall be identified by the appropriate award number.

[END OF PROVISION]

2. PAYMENT – REIMBURSEMENT (MAY 1986)

a. The recipient shall submit to the USAID Controller noted in the Schedule of the award an original and 2 copies of SF 1034, "Public Voucher for Purchases and Services Other Than Personal" and SF 1034A, Continuation of SF 1034, on a monthly basis and in no event no later than on a quarterly basis. Each voucher shall be identified by the award number and shall state the total costs for which reimbursement is being requested.

b. Copies of SF 1034 and 1034A may be obtained from the Controller.

[END OF PROVISION]

3. INTERNATIONAL AIR TRAVEL AND TRANSPORTATION (JUNE 1999)

a. PRIOR BUDGET APPROVAL

In accordance with OMB Cost Principles, direct charges for foreign travel costs are allowable only when each foreign trip has received prior budget approval. Such approval will be deemed to have been met when:

(1) the trip is identified. Identification is accomplished by providing the following information: the number of trips, the number of individuals per trip, and the destination country(s).

(2) the information noted at (a)(1) above is incorporated in: the proposal, the program description or schedule of the award, the annual implementation plan (initial or revisions), or amendments to the award; and

(3) the costs related to the travel are incorporated in the approved budget of the award.

The Agreement Officer may approve travel which has not been incorporated in writing as required by paragraph (a)(2). In such case, a copy of the Agreement Officer's approval must be included in the agreement file.

b. NOTIFICATION

(1) As long as prior budget approval has been met in accordance with paragraph (a) above, a separate Notification will not be necessary unless:

- (i) the primary purpose of the trip is to work with USAID Mission personnel, or
- (ii) the recipient expects significant administrative or substantive programmatic support from the Mission.

Neither the USAID Mission nor the Embassy will require Country Clearance of employees or contractors of USAID Recipients.

(2) Where notification is required in accordance with paragraph (1)(i) or (ii) above, the recipient will observe the following standards:

- (i) Send a written notice to the USAID Cognizant Technical Officer in the Mission. If the recipient's primary point of contact is a Technical Officer in USAID/W, the recipient may send the notice to that person. It will be the responsibility of the USAID/W Cognizant Technical Officer to forward the notice to the field.
- (ii) The notice should be sent as far in advance as possible, but at least 14 calendar days in advance of the proposed travel. This notice may be sent by fax or e-mail. The recipient should retain proof that notification was made.
- (iii) The notification shall contain the following information: the award number, the cognizant Technical Officer, the traveler's name (if known), date of arrival, and the purpose of the trip.
- (iv) The USAID Mission will respond only if travel has been denied. It will be the responsibility of the Cognizant Technical Officer in the Mission to contact the recipient within 5 working days of having received the notice if the travel is denied. If the recipient has not received a response within the time frame, the recipient will be considered to have met these standards for notification, and may travel.
- (v) If a subrecipient is required to issue a Notification, as per this section, the subrecipient may contact the USAID Cognizant Technical Officer directly, or the prime may contact USAID on the subrecipient's behalf.

c. SECURITY ISSUES

Recipients are encouraged to obtain the latest Department of State Travel Advisory Notices before traveling. These Notices are available to the general public and may be obtained directly from the State Department, or via Internet.

Where security is a concern in a specific region, recipients may choose to notify the US Embassy of their presence when they have entered the country. This may be especially important for long-term posting.

d. USE OF U.S.-OWNED LOCAL CURRENCY

Travel to certain countries shall, at USAID's option, be funded from U.S.-owned local currency. When USAID intends to exercise this option, USAID will either issue a U.S. Government S.F. 1169, Transportation Request (GTR) which the grantee may exchange for tickets, or issue the tickets directly. Use of such U.S.-owned currencies will constitute a dollar charge to this grant.

e. THE FLY AMERICA ACT

The Fly America Act (49 U.S.C. 40118) requires that all air travel and shipments under this award must be made on U.S. flag air carriers to the extent service by such carriers is available. The Administrator of General Services Administration (GSA) is authorized to issue regulations for purposes of implementation. Those regulations may be found at 41 CFR part 301, and are hereby incorporated by reference into this award.

f. COST PRINCIPLES

The recipient will be reimbursed for travel and the reasonable cost of subsistence, post differentials, and other allowances paid to employees in international travel status in accordance with the recipient's applicable cost principles and established policies and practices which are uniformly applied to federally financed and other activities of the recipient.

If the recipient does not have written established policies regarding travel costs, the standard for determining the reasonableness of reimbursement for overseas allowance will be the Standardized Regulations (Government Civilians, Foreign Areas), published by the U.S. Department of State, as from time to time amended. The most current subsistence, post differentials, and other allowances may be obtained from the Agreement Officer.

g. SUBAWARDS

This provision will be included in all subawards and contracts which require international air travel and transportation under this award.

[END OF PROVISION]

4. OCEAN SHIPMENT OF GOODS (JUNE 1999)

a. At least 50% of the gross tonnage of all goods purchased under this award and transported to the cooperating countries shall be made on privately owned U.S. flag commercial ocean vessels, to the extent such vessels are available at fair and reasonable rates.

b. At least 50% of the gross freight revenue generated by shipments of goods purchased under this award and transported to the cooperating countries on dry cargo liners shall be paid to or for the benefit of privately owned U.S. flag commercial ocean vessels to the extent such vessels are available at fair and reasonable rates for such vessels.

c. When U.S. flag vessels are not available, or their use would result in a significant delay, the recipient may request a determination of non-availability from the USAID, Transportation and Commodities Division, Office of Procurement, 1300 Pennsylvania Avenue, N.W., Washington, D.C. 20523, giving the basis for the request which will relieve the recipient of the requirement to use U.S. flag vessels for the amount of tonnage included in the determination. Shipments made on non-free world ocean vessels are not reimbursable under this award.

d. The recipient shall send a copy of each ocean bill of lading, stating all of the carrier's charges including the basis for calculation such as weight or cubic measurement, covering a shipment under this agreement to:

U.S. Department of Transportation,
Maritime Administration, Division of National Cargo,
400 7th Street, S.W.,
Washington DC 20590,

and
U.S. Agency for International Development,
Office of Procurement, Transportation Division
1300 Pennsylvania Avenue, N.W.
Washington, DC 20523-7900

e. Shipments by voluntary nonprofit relief agencies (i.e., PVOs) shall be governed by this standard provision and by USAID Regulation 2, "Overseas Shipments of Supplies by Voluntary Nonprofit Relief Agencies" (22 CFR 202).

f. Shipments financed under this award must meet applicable eligibility requirements set out in 22 CFR 228.21.

g. This provision will be included in all subagreements which will finance goods to be shipped on ocean vessels.

[END OF PROVISION]

5. PROCUREMENT OF GOODS AND SERVICES (OCTOBER 1998)

The recipient may use its own procurement policies and practices for the procurement of goods and services under this award, provided they conform to all of USAID's requirements listed below and the standard provision entitled "USAID Eligibility Rules For Goods and Services".

a. General Requirements:

(1) The recipient shall maintain a written code or standards of conduct that shall govern the performance of its employees engaged in the awarding and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved. Such conflict would arise when the employee, officer or agent, or any member of the employee's immediate family, the employee's partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subagreements. However, recipients may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipient.

(2) All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. The recipient shall be alert to organizational conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids, and/or requests for proposals shall be excluded from competing for such procurements. Contracts shall be made to the offeror whose offer is responsive to the solicitation and is most advantageous to the recipient, price, quality, and other factors considered. Solicitations shall clearly establish all requirements that the bidder or offeror shall fulfill in order to be evaluated by the

recipient. Any and all offers may be rejected when it is in the recipient's interest to do so.

(3) All recipients shall establish written procurement procedures. These procedures shall provide, at a minimum, that:

- (i) Recipients avoid purchasing unnecessary items,
- (ii) Where appropriate, an analysis is made of lease and purchase alternatives to determine which would be the most economical and practical procurement, and
- (iii) Solicitations for goods and services provide for all of the following:
 - (A) A clear and accurate description of the technical requirements for the material, product or service to be procured. In competitive procurements, such a description shall not contain features which unduly restrict competition.
 - (B) Requirements which the bidder/offeror must fulfill and all other factors to be used in evaluating bids or proposals.
 - (C) A description, whenever practicable, of technical requirements in terms of functions to be performed or performance required, including the range of acceptable characteristics or minimum acceptable standards.
 - (D) The specific features of "brand name or equal" descriptions that bidders are required to meet when such items are included in the solicitation.
 - (E) The acceptance, to the extent practicable and economically feasible, of products and services dimensioned in the metric system of measurement.
 - (F) Preference, to the extent practicable and economically feasible, for products and services that conserve natural resources and protect the environment and are energy efficient.
- (iv) Positive efforts shall be made by the recipients to utilize U.S. small business, minority owned firms, and women's business enterprises, whenever possible. Recipients of USAID awards shall take all of the following steps to further this goal:
 - (A) Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises. To permit USAID, in accordance with the small business provisions of the Foreign Assistance Act of 1961, as amended, to give United States small business firms an opportunity to participate in supplying commodities and services procured under the award, the recipient shall to the maximum extent possible provide the following information to the Office of Small and Disadvantaged Business Utilization (OSDBU/MRC), USAID, Washington, D.C. 20523, at least 45 days prior to placing any order or contract in excess of \$100,000:
 - (a) Brief general description and quantity of goods or services;
 - (b) Closing date for receiving quotations, proposals, or bids; and
 - (c) Address where solicitations or specifications can be obtained.
 - (B) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
 - (C) Encourage contracting with consortiums of small businesses, minority-owned firms, and women's business enterprises when a contract is too large for one of these firms to handle individually.
 - (D) Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Department of Commerce's Minority

Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms, and women's business enterprises.

(v) The type of procurement instruments used, (e.g. fixed price contracts, cost reimbursable contracts, purchase orders, incentive contracts), shall be determined by the recipient but shall be appropriate for the particular procurement and for promoting the best interest of the program or project involved. The "cost-plus-a-percentage-of-cost" or "percentage of construction cost" methods of contracting shall not be used.

(vi) Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement. Consideration shall be given to such matters as contractor integrity, record of past performance, financial and technical resources, or accessibility to other necessary resources. Contracts shall not be made with firms or individuals whose name appears on the "Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs." USAID will provide the grantee with copy of this list upon request.

(vii) Recipients shall, on request, make available for USAID, pre-award review and procurement documents, such as request for proposals or invitations for bids, independent cost estimates, etc., when any of the following conditions apply:

(A) A recipient's procurement procedures or operation fails to comply with the procurement standards in this part, and

(B) The procurement is expected to exceed \$10,000.

(viii) The recipient shall document some form of price or cost analysis in its procurement files in connection with every procurement action. Price analysis may be accomplished in various ways, including the comparison of price quotations submitted, and market prices, together with discounts.

Cost analysis is the review and evaluation of each element of cost to determine reasonableness, allocability, and allowability.

(ix) Procurement records and files for purchases in excess of the recipient's own small purchase threshold shall include the following at a minimum:

(A) Basis for contractor selection;

(B) Justification for lack of competition when competitive bids or offers are not obtained, and;

(C) Basis for award cost or price.

(x) A system for contract administration shall be maintained to ensure contractor conformance with terms, conditions, and specifications of the contract and to ensure adequate and timely follow up of all purchases. Recipients shall evaluate contractor performance and document, as appropriate, whether contractors have met the terms, conditions, and specifications of the contract.

b. The recipient shall include, in addition to provisions to define a sound and complete contract, the following provisions in all contracts. The following provisions shall also be applied to subcontracts.

(1) Contracts in excess of \$10,000 shall contain contractual provisions or conditions that allow for administrative, contractual, or legal remedies in instances in which a contractor violates or breaches the contract terms, and provide for such remedial actions as may be appropriate.

(2) All contracts in excess of \$10,000 shall contain suitable provisions for termination by the recipient, including the manner by which termination will be effected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

(3) All negotiated contracts (except those for less than the recipient's small purchase threshold) awarded by the recipient shall include a provision to the effect that the recipient, USAID, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific program for the purpose of making audits, examinations, excerpts and transcriptions.

(4) In all contracts for construction or facility improvement awarded for more than \$100,000, the recipient shall observe generally accepted bonding requirements.

(5) Contracts, the principal purpose of which is to create, develop, or improve products, processes, or methods; or for exploration into fields that directly concern public health, safety, or welfare; or contracts in the fields of science or technology in which there has been little significant experience outside of work funded by the U.S. Government, shall contain a notice to the effect that matters regarding rights to inventions, intellectual property, and materials generated under the contract are subject to the regulations included in these grant provisions. The contractor shall be advised as to the source of additional information regarding these matters.

[END OF PROVISION]

6. USAID ELIGIBILITY RULES FOR GOODS AND SERVICES (SEPTEMBER 1998)

a. Ineligible and Restricted Goods and Services: USAID's policies on ineligible and restricted goods and services are contained in ADS Chapter 312. (See ADS 312)

(1) Ineligible Goods and Services. Under no circumstances shall the recipient procure any of the following under this award:

- (i) Military equipment,
- (ii) Surveillance equipment,
- (iii) Commodities and services for support of police or other law enforcement activities,
- (iv) Abortion equipment and services,
- (v) Luxury goods and gambling equipment, or
- (vi) Weather modification equipment.

(2) Ineligible Suppliers. Funds provided under this award shall not be used to procure any goods or services furnished by any firm or individual whose name appears on the "Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs." USAID will provide the recipient with this list upon request.

(3) Restricted Goods. The recipient shall not procure any of the following goods and services without the prior approval of the Agreement Officer:

- (i) Agricultural commodities,
- (ii) Motor vehicles,
- (iii) Pharmaceuticals,

- (iv) Pesticides,
- (v) Used equipment,
- (vi) U.S. Government-owned excess property, or
- (vii) Fertilizer.

Prior approval will be deemed to have been met when:

- (i) The item is of U.S. source/origin;
- (ii) The item has been identified and incorporated in the program description or schedule of the award (initial or revisions), or amendments to the award; and
- (iii) The costs related to the item are incorporated in the approved budget of the award.

Where the item has not been incorporated into the award as described above, a separate written authorization from the Agreement Officer must be provided before the item is procured.

b. Source, Origin, and Nationality: The eligibility rules for goods and services based on source, origin, and nationality are divided into two categories. One applies when the total procurement element during the life of the award is over \$250,000 and the other applies when the total procurement element during the life of the award is not over \$250,000, or the award is funded under the Development Fund for Africa (DFA) regardless of the amount. The total procurement element includes procurement of all goods (e.g. equipment, materials, supplies) and services. Guidance on the eligibility of specific goods or services may be obtained from the Agreement Officer. USAID policies and definitions on source, origin and nationality are contained in 22 CFR 228, Rules on Source, Origin and Nationality for Commodities and Services Financed by the Agency for International Development, which is incorporated into this Award in its entirety. A copy will be provided upon request.

(1) For DFA funded awards or when the total procurement element during the life of the award is valued at \$250,000 or less, the following rules apply:

(i) The authorized source for procurement of all goods and services to be reimbursed under the award is USAID Geographic Code 935, "Special Free World," and such goods and services must meet the source, origin and nationality requirements set forth in 22 CFR 228 in accordance with the following order of preference:

- (A) The United States (USAID Geographic Code 000),
- (B) The Cooperating Country,
- (C) USAID Geographic Code 941, and
- (D) USAID Geographic Code 935.

(ii) Application of Order of Preference: When the recipient procures goods and services from other than U.S. sources, under the order of preference in paragraph (b)(1)(i) above, the recipient shall document its files to justify each such instance. The documentation shall set forth the circumstances surrounding the procurement and shall be based on one or more of the following reasons, which will be set forth in the recipient's documentation:

- (A) The procurement was of an emergency nature, which would not allow for the delay attendant to soliciting U.S. sources,
- (B) The price differential for procurement from U.S. sources exceeded by 50% or more the delivered price from the non-U.S. source,
- (C) Compelling local political considerations precluded consideration of U.S. sources,

(D) The goods or services were not available from U.S. sources, or
(E) Procurement of locally available goods and services, as opposed to procurement of U.S. goods and services, would best promote the objectives of the Foreign Assistance program under the award.

(2) When the total procurement element exceeds \$250,000, (unless funded by DFA), the following applies: Except as may be specifically approved or directed in advance by the Agreement Officer, all goods and services financed with U.S. dollars, which will be reimbursed under this award must meet the source, (including origin) and nationality requirements set forth in 22 CFR 228 for the authorized geographic code specified in the schedule of this award. If none is specified, the authorized source is Code 000, the United States.

c. Printed or Audio-Visual Teaching Materials: If the effective use of printed or audio-visual teaching materials depends upon their being in the local language and if such materials are intended for technical assistance projects or activities financed by USAID in whole or in part and if other funds including U.S.-owned or U.S.-controlled local currencies are not readily available to finance the procurement of such materials, local language versions may be procured from the following sources in order of preference:

- (1) The United States (USAID Geographic Code 000),
- (2) The Cooperating Country,
- (3) "Selected Free World" countries (USAID Geographic Code 941),
- (4) "Special Free World" countries (USAID Geographic Code 899).

d. If USAID determines that the recipient has procured any of these specific restricted goods under this award without the prior written authorization of the Agreement Officer, and has received payment for such purposes, the Agreement Officer may require the recipient to refund the entire amount of the purchase.

e. This provision will be included in all subagreements which include procurement of goods or services which total over \$5,000.

[END OF PROVISION]

7. SUBAGREEMENTS (OCTOBER 1998)

a. Subawards shall be made only with responsible recipients who possess the potential ability to perform successfully under the terms and conditions of a proposed agreement. Consideration shall be given to such matters as integrity, record of past performance, financial and technical resources, or accessibility to other necessary resources. Awards shall not be made to firms or individuals whose name appears on the "Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs." USAID will provide the grantee with a copy of this list upon request.

b. All subagreements shall at a minimum contain provisions to define a sound and complete agreement in addition to those that are specifically required by any other provisions in this award. Whenever a provision within this award is required to be inserted in a subagreement, the recipient shall insert a statement in the subagreement that in all instances where USAID is mentioned, the recipient's name will be substituted. If subagreements are being made to U.S. organizations, a suggested subaward format incorporating 22 CFR 226 and Standard Provisions will be provided.

[END OF PROVISION]

8. LOCAL PROCUREMENT (OCTOBER 1998)

a. Financing local procurement involves the use of appropriated funds to finance the procurement of goods and services supplied by local businesses, dealers, or producers, with payment normally being in the currency of the cooperating country. Regardless of which source, origin, and nationality rules in paragraph (b) of the Provision entitled "USAID Eligibility Rules for Goods and Services" apply, these rules may be followed for local procurement. Rules on Ineligible and Restricted goods continue to apply.

b. Locally financed procurements must be covered by source and nationality waivers as set forth in 22 CFR 228, Subpart F, except as provided for in the Standard Provision "USAID Eligibility Rules for Goods and Services," or when one of the following exceptions applies:

(1) Locally available commodities of U.S. origin, which are otherwise eligible for financing, if the value of the transaction is estimated not to exceed \$100,000 exclusive of transportation costs.

(2) Commodities of geographic code 935 origin if the value of the transaction does not exceed the local currency equivalent of \$5,000.

(3) Professional services contracts estimated not to exceed \$250,000.

(4) Construction services contracts estimated not to exceed \$5,000,000.

(5) Commodities and services available only in the local economy (no specific per transaction value applies to this category). This category includes the following items:

(i) Utilities including fuel for heating and cooking, waste disposal and trash collection;

(ii) Communications - telephone, telex, fax, postal and courier services;

(iii) Rental costs for housing and office space;

(iv) Petroleum, oils and lubricants for operating vehicles and equipment;

(v) Newspapers, periodicals and books published in the cooperating country;

(vi) Other commodities and services and related expenses that, by their nature or as a practical matter, can only be acquired, performed, or incurred in the cooperating country, e.g., vehicle maintenance, hotel accommodations, etc.

c. The coverage on ineligible and restricted goods and services in the standard provision entitled, "USAID Eligibility Rules for Goods and Services," also apply to local procurement.

d. This provision will be included in all subagreements where local procurement of goods or services will be financed with USAID funds.

[END OF PROVISION]

9. PUBLICATIONS AND MEDIA RELEASES (MARCH 2006)

a. The recipient shall provide the USAID Cognizant Technical Officer one copy of all published works developed under the award with lists of other written work produced under the award. In addition, the recipient shall submit final documents in electronic format unless no electronic version exists at the following address:

Online (preferred):

<http://www.dec.org/submit.cfm>

Mailing address:

Document Acquisitions

USAID Development Experience Clearinghouse (DEC)

8403 Colesville Road Suite 210

Silver Spring, MD 20910-6368

Contract Information

Telephone (301) 562-0641

Fax (301) 588-7787

E-mail: docssubmit@dec.cdie.org

Electronic documents must consist of only one electronic file that comprises the complete and final equivalent of a hard copy. They may be submitted online (preferred); on 3.5" diskettes, a Zip disk, CD-R, or by e-mail. Electronic documents should be in PDF (Portable Document Format). Submission in other formats is acceptable but discouraged.

Each document submitted should contain essential bibliographic elements, such as 1) descriptive title; 2) author(s) name; 3) award number; 4) sponsoring USAID office; 5) strategic objective; and 6) date of publication;:

b. In the event award funds are used to underwrite the cost of publishing, in lieu of the publisher assuming this cost as is the normal practice, any profits or royalties up to the amount of such cost shall be credited to the award unless the schedule of the award has identified the profits or royalties as program income.

c. Except as otherwise provided in the terms and conditions of the award, the author or the recipient is free to copyright any books, publications, or other copyrightable materials developed in the course of or under this award, but USAID reserves a royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes.

[END OF PROVISION]

10. NONDISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS (MAY 1986)

No U.S. citizen or legal resident shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this award on the basis of race, color, national origin, age, handicap, or sex.

[END OF PROVISION]

11. REGULATIONS GOVERNING EMPLOYEES (JUNE 1993)

a. The recipient's employees shall maintain private status and may not rely on local U.S. Government offices or facilities for support while under this recipient.

b. The sale of personal property or automobiles by recipient employees and their dependents in the foreign country to which they are assigned shall be subject to the same limitations and prohibitions which apply to direct-hire USAID personnel employed by the Mission including the rules contained in 22 CFR Part 136, except as this may conflict with host government regulations.

- c. Other than work to be performed under this award for which an employee is assigned by the recipient, no employee of the recipient shall engage directly or indirectly, either in the individual's own name or in the name or through an agency of another person, in any business, profession, or occupation in the foreign countries to which the individual is assigned, nor shall the individual make loans or investments to or in any business, profession, or occupation in the foreign countries to which the individual is assigned.
- d. The recipient's employees, while in a foreign country, are expected to show respect for its convention, customs, and institutions, to abide by its applicable laws and regulations, and not to interfere in its internal political affairs.
- e. In the event the conduct of any recipient employee is not in accordance with the preceding paragraphs, the recipient's chief of party shall consult with the USAID Mission Director and the employee involved, and shall recommend to the recipient a course of action with regard to such employee.
- f. The parties recognize the rights of the U.S. Ambassador to direct the removal from a country of any U.S. citizen or the discharge from this award of any third country national when, in the discretion of the Ambassador, the interests of the United States so require.
- g. If it is determined, under either (e) or (f) above, that the services of such employee shall be terminated, the recipient shall use its best efforts to cause the return of such employee to the United States, or point of origin, as appropriate.

[END OF PROVISION]

12. PARTICIPANT TRAINING (OCTOBER 1998)

- a. Definitions: A participant is any non-U.S. individual being trained under this award outside of that individual's home country.
- b. Application of ADS Chapter 253: Participant training under this award shall comply with the policies established in ADS Chapter 253, Participant Training (including TrainNet requirements), except to the extent that specific exceptions to ADS 253 have been provided in this award with the concurrence of the Global Bureau's Center for Human Capacity Development. (See ADS 253) (ADS 253 may be obtained by submitting a request to the Agreement Officer.)
- c. Orientation: In addition to the mandatory requirements in ADS 253, recipients are strongly encouraged to provide, in collaboration with the Mission training officer, predeparture orientation and orientation in Washington at the Washington International Center. The latter orientation program also provides the opportunity to arrange for home hospitality in Washington and elsewhere in the U.S. through liaison with the National Council for International Visitors (NCIV). If the Washington orientation is determined not to be feasible, home hospitality can be arranged in most U.S. cities if a request for such is directed to the Agreement Officer, who will transmit the request to NCIV through R&O/IT.

[END OF PROVISION]

13. VOLUNTARY POPULATION PLANNING ACTIVITIES – SUPPLEMENTAL REQUIREMENTS (JANUARY 2009)

- a. Voluntary Participation and Family Planning Methods:

(1) The recipient agrees to take any steps necessary to ensure that funds made available under this award will not be used to coerce any individual to practice methods of family planning inconsistent with such individual's moral, philosophical, or religious beliefs. Further, the recipient agrees to conduct its activities in a manner which safeguards the rights, health and welfare of all individuals who take part in the program.

(2) Activities which provide family planning services or information to individuals, financed in whole or in part under this agreement, shall provide a broad range of family planning methods and services available in the country in which the activity is conducted or shall provide information to such individuals regarding where such methods and services may be obtained.

b. Requirements for Voluntary Family Planning Projects

(1) A Family planning project must comply with the requirements of this paragraph.

(2) A project is a discrete activity through which a governmental or nongovernmental organization or public international organization provides family planning services to people and for which funds obligated under this award, or goods or services financed with such funds, are provided under this award, except funds solely for the participation of personnel in short-term, widely attended training conferences or programs.

(3) Service providers and referral agents in the project shall not implement or be subject to quotas or other numerical targets of total number of births, number of family planning acceptors, or acceptors of a particular method of family planning. Quantitative estimates or indicators of the number of births, acceptors, and acceptors of a particular method that are used for the purpose of budgeting, planning, or reporting with respect to the project are not quotas or targets under this paragraph, unless service providers or referral agents in the project are required to achieve the estimates or indicators.

(4) The project shall not include the payment of incentives, bribes, gratuities or financial rewards to (i) any individual in exchange for becoming a family planning acceptor or (ii) any personnel performing functions under the project for achieving a numerical quota or target of total number of births, number of family planning acceptors, or acceptors of a particular method of contraception. This restriction applies to salaries or payments paid or made to personnel performing functions under the project if the amount of the salary or payment increases or decreases based on a predetermined number of births, number of family planning acceptors, or number of acceptors of a particular method of contraception that the personnel affect or achieve.

(5) No person shall be denied any right or benefit, including the right of access to participate in any program of general welfare or health care, based on the person's decision not to accept family planning services offered by the project.

(6) The project shall provide family planning acceptors comprehensible information about the health benefits and risks of the method chosen, including those conditions that might render the use of the method inadvisable and those adverse side effects known to be consequent to the use of the method. This requirement may be satisfied by providing information in accordance with the medical practices and standards and health conditions in the country where the project is conducted through counseling, brochures, posters, or package inserts.

(7) The project shall ensure that experimental contraceptive drugs and devices and medical procedures are provided only in the context of a scientific study in which participants are advised of potential risks and benefits.

(8) With respect to projects for which USAID provides, or finances the contribution of, contraceptive commodities or technical services and for which there is no subaward or contract under this award, the organization implementing a project for which such assistance is provided shall agree that the project will comply with the requirements of this paragraph while using such commodities or receiving such services.

(9) The recipient shall notify USAID when it learns about an alleged violation in a project of the requirements of subparagraphs (3), (4), (5) or (7) of this paragraph; the recipient shall investigate and take appropriate corrective action, if necessary, when it learns about an alleged violation in a project of subparagraph (6) of this paragraph and shall notify USAID about violations in a project affecting a number of people over a period of time that indicate there is a systemic problem in the project.

The recipient shall provide USAID such additional information about violations as USAID may request.

c. Additional Requirements for Voluntary Sterilization Programs

(1) None of the funds made available under this award shall be used to pay for the performance of involuntary sterilization as a method of family planning or to coerce or provide any financial incentive to any individual to practice sterilization.

(2) The recipient shall ensure that any surgical sterilization procedures supported in whole or in part by funds from this award are performed only after the individual has voluntarily appeared at the treatment facility and has given informed consent to the sterilization procedure. Informed consent means the voluntary, knowing assent from the individual after being advised of the surgical procedures to be followed, the attendant discomforts and risks, the benefits to be expected, the availability of alternative methods of family planning, the purpose of the operation and its irreversibility, and the option to withdraw consent anytime prior to the operation. An individual's consent is considered voluntary if it is based upon the exercise of free choice and is not obtained by any special inducement or any element of force, fraud, deceit, duress, or other forms of coercion or misrepresentation.

(3) Further, the recipient shall document the patient's informed consent by (i) a written consent document in a language the patient understands and speaks, which explains the basic elements of informed consent, as set out above, and which is signed by the individual and by the attending physician or by the authorized assistant of the attending physician; or (ii) when a patient is unable to read adequately a written certification by the attending physician or by the authorized assistant of the attending physician that the basic elements of informed consent above were orally presented to the patient, and that the patient thereafter consented to the performance of the operation. The receipt of this oral explanation shall be acknowledged by the patient's mark on the certification and by the signature or mark of a witness who shall speak the same language as the patient.

(4) The recipient must retain copies of informed consent forms and certification documents for each voluntary sterilization for a period of three years after performance of the sterilization procedure.

d. Prohibition on Abortion-Related Activities:

(1) No funds made available under this award will be used to finance, support, or be attributed to the following activities: (i) procurement or distribution of equipment intended to be used for the purpose of inducing abortions as a method of family planning; (ii) special fees or incentives to any person to coerce or motivate them to have abortions; (iii) payments to persons to perform abortions or to solicit persons to undergo abortions; (iv) information, education, training, or communication programs that seek to promote abortion as a method of family planning; and (v) lobbying for or against abortion. The term "motivate", as it relates to family planning assistance, shall not be construed to prohibit the provision, consistent with local law, of information or counseling about all pregnancy options.

(2) No funds made available under this award will be used to pay for any biomedical research which relates, in whole or in part, to methods of, or the performance of, abortions or involuntary sterilizations as a means of family planning. Epidemiologic or descriptive research to assess the incidence, extent or consequences of abortions is not precluded.

e. The recipient shall insert this provision in all subsequent subagreements and contracts involving family planning or population activities that will be supported in whole or in part from funds under this award. The term subagreement means subgrants and subcooperative agreements.

[END OF PROVISION]

14. INDIRECT COST RATES - PROVISIONAL (Nonprofit) (OCTOBER 1998)

a. Provisional indirect cost rates shall be established for the recipient's accounting periods during the term of this award. Pending establishment of revised provisional or final rates, allowable indirect costs shall be reimbursed at the rates, on the bases, and for the periods shown in the Schedule of this award.

b. The recipient, not later than nine months after the close of each of its accounting periods during the term of this award, shall submit to the Agreement Officer proposed final indirect cost rates with supporting cost data. The proposed rates shall be based on the recipient's actual cost experience during that fiscal year. Negotiations of final indirect cost rates shall begin soon after receipt of the recipient's proposal.

c. Allowability of costs and acceptability of cost allocation methods shall be determined in accordance with the applicable cost principles.

d. The results of each negotiation shall be set forth in an indirect cost rate agreement signed by both parties. Such agreement is automatically incorporated into this award and shall specify (1) the agreed upon final rates, (2) the bases to which the rates apply, (3) the fiscal year for which the rates apply and (4) the items treated as direct costs. The agreement shall not change any monetary ceiling, award obligation, or specific cost allowance or disallowance provided for in this award.

e. Pending establishment of final indirect cost rates for any fiscal year, the recipient shall be reimbursed either at negotiated provisional rates or at billing rates

acceptable to the Agreement Officer, subject to appropriate adjustment when the final rates for the fiscal year are established. To prevent substantial overpayment or underpayment, the provisional or billing rates may be prospectively or retroactively revised by mutual agreement.

f. Any failure by the parties to agree on any final rate(s) under this provision shall be considered a dispute within the meaning of the standard provision of the grant, entitled "Disputes".

[END OF PROVISION]

15. TITLE TO AND USE OF PROPERTY (RECIPIENT TITLE; OVER \$50,000) (OCTOBER 1998)

- a. Title to all property financed under this award shall vest in the recipient.
- b. The recipient agrees to use and maintain the property for the purpose of the award in accordance with the following procedures:
 - 1) The recipient shall not use equipment acquired with U.S. Government funds to provide services to non-U.S. Government outside organizations for a fee that is less than private companies charge for equivalent services.
 - 2) The recipient shall use the equipment in the program for which it was acquired as long as needed, whether or not the program continues to be supported by U.S. Government funds and shall not encumber the property without approval of USAID. When no longer needed for the original program, the recipient shall use the equipment in connection with its other Federally-sponsored activities, in the following order of priority:
 - i) Activities sponsored by USAID, then
 - ii) Activities sponsored by other U.S. Government agencies.
 - 3) During the time that equipment is used on the program for which it was acquired, the recipient shall make it available for use on other programs if such other use will not interfere with the work on the program for which the equipment was originally acquired. User charges shall be treated as program income.
 - 4) When acquiring replacement equipment, the recipient may use the equipment to be replaced as trade-in or sell the equipment and use the proceeds to offset the costs of the replacement equipment subject to the approval of the Agreement Officer.
 - 5) The recipient's property management standards for equipment acquired with U.S. Government funds and federally-owned equipment shall include all of the following:
 - i) Equipment records shall be maintained accurately and shall include the following information:
 - A) A description of the equipment,
 - B) Manufacturer's serial number, model number, U.S. Government stock number, national stock number, or other identification number;
 - C) Source of the equipment, including the award number;
 - D) Whether title vests in the recipient, the U.S. Government or other specified entity;
 - E) Acquisition date (or date received, if the equipment was furnished by the U.S. Government) and cost;
 - F) Information from which one can calculate the percentage of U.S. Government participation in the cost of the equipment (not applicable to equipment furnished by the U.S. Government);

- G) Location and condition of the equipment and the date the information was reported;
- H) Unit acquisition cost;
- I) Ultimate disposition data, including date of disposal and sales price or the method used to determine current fair market value where a recipient compensated USAID for its share.
- ii) A physical inventory of equipment shall be taken and the results reconciled with the equipment records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the accounting records shall be investigated to determine the causes of the difference. The recipient shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.
- iii) A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft of the equipment. Any loss, damage, or theft shall be investigated and fully documented and the recipient shall promptly notify the Agreement Officer.
- iv) Adequate maintenance procedures shall be implemented to keep the equipment in good condition;
- v) Where the recipient is authorized or required to sell the equipment, proper sales procedures shall be established which provide for competition to the extent practicable and result in the highest possible return.
- 6) When the recipient no longer needs the equipment, the equipment may be used for other activities in accordance with the following standards:
- i) For equipment with a current per unit fair market value of \$5,000 or more, the recipient may retain the equipment for other uses provided that compensation is made to USAID for its share.
- ii) If the recipient has no need for USAID-financed equipment, the recipient shall request disposition instructions from the Agreement Officer.
- A) If so instructed or if disposition instructions are not issued within 120 calendar days after the recipient's request, the recipient shall sell the equipment and reimburse USAID its share. The recipient shall be permitted to deduct and retain from the USAID share \$500 or ten percent of the proceeds, whichever is less, for the recipient's selling and handling expenses.
- B) If the recipient is instructed to ship or otherwise dispose of the equipment, the recipient will be reimbursed by USAID for reasonable expenses incurred in disposition.
- c. USAID reserves the right to transfer the title to USAID or a third party. The equipment shall be appropriately identified in the award or otherwise made known to the recipient in writing by the Agreement Officer. When USAID exercises its right to take title, the equipment shall be subject to the Standard Provision entitled "Title to and Care of Property" (U.S. Government Title).
- d. Within 90 calendar days after the date of completion of the award the recipient shall submit an inventory of all property with the final performance report. The final inventory shall list all equipment acquired with award funds or received from USAID.
- e. Title to supplies and other expendable equipment shall vest in the recipient upon acquisition. If there is a residual inventory of new/unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other U.S. Government-sponsored project

or program, the recipient may retain the supplies but must compensate USAID for its share. The recipient shall not use supplies acquired with USAID funds to provide services to outside organizations for a fee that is less than private companies charge for equivalent services, unless specifically authorized by U.S. Government statute as long as the U.S. Government retains an interest in the supplies.

f. Recipients shall, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired with Federal funds as provided to property owned by the recipient.

g. If the purchase of real property (meaning land, land improvements, structures, and appurtenances thereto) is supported under the award, separate instructions will be provided to the recipient by the Agreement Officer.

[END OF PROVISION]

16. COST SHARING (MATCHING) (JULY 2002)

a. During the period of this award, the recipient agrees to spend funds from non-U.S. Government sources in an amount at least equal to the amount or percentage of the total expenditures under this award specified in the schedule of the award. The schedule of this award may also contain restrictions on the application of cost sharing (matching) funds. The schedule of the award takes precedence over the terms of this provision.

b. Eligibility of non-U.S. Government funds applied to satisfy cost sharing (matching) requirements under this award are set forth below:

(1) Charges incurred by the recipient as project costs. Not all charges require cash outlays by the recipient during the project period; examples are depreciation and use charges for buildings and equipment.

(2) Project costs financed with cash contributed or donated to the recipient by other non-U.S. Government organizations (may include public international organizations or foreign governments and institutions, private organizations, or individuals), and

(3) Project costs represented by services and real and personal property, or use thereof, donated by other non-U.S. Government agencies and institutions, and private organizations and individuals.

c. All contributions, both cash and in-kind, shall be accepted as part of the recipient's cost sharing (matching) when such contributions meet all of the following criteria:

(1) Are verifiable from the recipient's records;

(2) Are not included as contributions for any other U.S. Government-assisted program;

(3) Are necessary and reasonable for proper and efficient accomplishment of project objectives;

(4) Are types of charges that would be allowable under the applicable Federal cost principles;

(5) Are not paid by the U.S. Government under another grant or agreement (unless the grant or agreement is authorized by U.S. Government law to be used for cost sharing or matching);

(6) Are provided for in the approved budget when required by USAID; and

(7) Conform to other provisions of this paragraph.

The source, origin and nationality requirements and the restricted goods provision established in the Standard Provision entitled "USAID Eligibility Rules for Goods and Services" do not apply to cost sharing (matching) expenditures.

d. Values for recipient in-kind contributions will be established in accordance with the applicable Federal cost principles.

e. Specific procedures for the recipient in establishing the value of in-kind contributions from non-U.S. Government third parties are set forth below:

(1) Valuation of volunteer services: Volunteer services may be furnished by professional and technical personnel, consultants, and other skilled and unskilled labor. Volunteer services may be counted as cost sharing or matching if the service is an integral and necessary part of an approved program.

(i) Rates for volunteer services: Rates for volunteers should be consistent with those paid for similar work in the recipient's organization. In those instances in which the required skills are not found in the recipient's organization, rates should be consistent with those paid for similar work in the labor market in which the recipient competes of the kind of services involved. In either case, paid fringe benefits that are reasonable, allowable, and allocable may be included in the valuation.

(ii) Volunteers furnished by other organizations: When an employer other than the recipient furnishes the services of an employee, these services shall be valued at the employee's regular rate of pay (plus an amount of fringe benefits that are reasonable, allowable, and allocable, but exclusive of overhead costs) provided these services are of the same skill for which the employee is normally paid.

(2) Valuation of donated supplies: Donated supplies may include such items as expendable equipment, office supplies, laboratory supplies or workshop and classroom supplies. Value assessed to expendable personal property included in the cost (matching) share shall be reasonable and shall not exceed the market value of the property at the time of the donation.

(3) Valuation of donated equipment, buildings, and land or use thereof:

(i) The method used for charging cost sharing or matching for donated equipment, buildings, and land for which title passes to the recipient may differ according to the purpose of the award as follows:

(A) If the purpose of the award is to assist the recipient in the acquisition of equipment, buildings, or land, the total value of the donated property may be claimed as cost sharing or matching.

(B) If the purpose of the award is to support activities that require the use of equipment, buildings, or land; normally only depreciation or use charges for equipment and buildings may be made. However, the full value of equipment or other capital assets and fair rental charges for land may be allowed provided that the USAID Agreement Officer has approved the charges.

(ii) The value of donated property will be determined in accordance with the usual accounting policies of the recipient with the following qualifications:

(A) Land and buildings: The value of donated land and buildings shall not exceed its fair market value, at the time of donation to the recipient as established by an independent appraiser (e.g. certified real property appraiser or General Services Administration representative) and certified by a responsible official of the recipient.

(B) Equipment: The value of donated equipment shall not exceed the fair market value of equipment of the same age and condition at the time of donation.

(C) Use of space: The value of donated space shall not exceed the fair rental value of comparable space as established by an independent appraisal of comparable space and facilities in a privately owned building in the same locality.

(D) Loaned equipment: The value of loaned equipment shall not exceed its fair rental value.

f. The following requirements pertain to the recipient's supporting records for in kind contributions from third parties. With the authorization of the Agreement Officer, the recipient may attribute cost share contributions from subrecipients to the prime award.

(1) Volunteer services must be documented and, to the extent feasible, supported by the same methods used by the recipient for its employees.

(2) The basis for determining the valuation for personal services, material, equipment, buildings, and land shall be documented.

g. Individual expenditures do not have to be shared or matched provided that the total expenditures incurred during the year (or funding period) are shared or matched in accordance with the agreed upon amount or percentage set forth in the schedule of the award.

h. If at the end of any or funding period hereunder, the recipient has expended an amount of non-U.S. Government funds less than the agreed upon amount or percentage of total expenditures, the Agreement Officer may apply the difference to reduce the amount of USAID funding for the following funding period, or, if this award has expired or been terminated, may require that the recipient refund the difference to USAID.

i. If the recipient fails to act in good faith to meet the cost sharing (matching) requirements set forth in paragraph (a) above, the Agreement Officer may consider it sufficient reason to terminate this award for cause in accordance with the Standard Provision of this award entitled "Termination and Suspension".

j. The restrictions on the use of USAID funds set forth in the standard provisions of this award are applicable to expenditures incurred with USAID funds provided under this award. Except for the requirements of this standard provision, the restrictions set forth in the standard provisions of this grant are not applicable to costs incurred by the recipient from non-U.S. Government funds. The recipient will account for the USAID funds in accordance with the standard provision of this award entitled "Accounting, Audit, and Records"; however, in the event of disallowances of expenditures from USAID award funds, the recipient may substitute expenditures made with funds provided from non-U.S. Government sources, provided they are eligible in accordance with all the standard provisions of this award.

k. Notwithstanding paragraph (b) of the standard provision of this award entitled "Refunds", the parties agree that in the event of any disallowance of expenditures from USAID award funds provided hereunder, the recipient may substitute expenditures made with funds provided from non-Federal sources provided they are otherwise eligible in accordance with paragraph (b) of this provision.

[END OF PROVISION]

17. PUBLIC NOTICES (JUNE 1993)

It is USAID's policy to inform the public as fully as possible of its programs and activities. The recipient is encouraged to give public notice of the receipt of this

award and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows: "The U.S. Agency for International Development administers the U.S. foreign assistance program providing economic and humanitarian assistance in more than 80 countries worldwide."

The recipient may call on USAID's Office of External Affairs for advice regarding public notices. The recipient is requested to provide copies of notices or announcements to the cognizant technical officer and to USAID's Office of Legislative and Public Affairs as far in advance of release as possible.

[END OF PROVISION]

18. PROGRAM INCOME (OCTOBER 1998)

a. The Recipient shall apply the standards set forth in this Provision to account for program income earned under the award.

b. Program Income earned during the project period shall be retained by the recipient and, in accordance with USAID regulations, other implementing guidance, or the terms and conditions of the award, shall be used in one or more of the following ways:

1) Added to funds committed by USAID and the recipient to the project or program, and used to further eligible project or program objectives.

2) Used to finance the non-U.S. Government share of the project or program.

3) Deducted from the total project or program allowable cost in determining the net allowable costs on which the U.S. Government share of costs is based.

c. When the agreement authorizes the disposition of program income as described in paragraph (b)(1) or (b)(2) of this section, program income in excess of any limits stipulated shall be used in accordance with paragraph (b)(3) of this section.

d. If the terms and conditions of the award do not specify how program income is to be used, paragraph (b)(2) of this section shall apply automatically; program income in excess of the cost share amount may be applied in accordance with paragraph (b)(1). Recipients which are commercial organizations may not apply paragraph (b)(1) of this section.

e. Unless the terms and conditions of the award provide otherwise, recipients shall have no obligation to the U.S. Government regarding program income earned after the end of the project period.

f. Costs incident to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the award and they comply with the applicable Cost Principles.

g. Unless the terms and conditions of the award provide otherwise, recipients shall have no obligation to the U.S. Government with respect to program income earned from license fees and royalties for copyrighted material, patents, patent applications, trademarks, and inventions produced under an award. However, Patent and Trademark Amendments (35 U.S.C. 18) apply to inventions made under an experimental, developmental, or research awards.

[END OF PROVISION]

19. PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS (JUNE 1999)

a. USAID reserves the right to terminate assistance to, or take other appropriate measures with respect to, any participant approved by USAID who is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140.

b. (1) For any loan over \$1000 made under this agreement, the recipient shall insert a clause in the loan agreement stating that the loan is subject to immediate cancellation, acceleration, recall or refund by the recipient if the borrower or a key individual of a borrower is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140.

(2) Upon notice by USAID of a determination under section (1) and at USAID's option, the recipient agrees to immediately cancel, accelerate or recall the loan, including refund in full of the outstanding balance. USAID reserves the right to have the loan refund returned to USAID.

c. (1) The recipient agrees not to disburse, or sign documents committing the recipient to disburse, funds to a subrecipient designated by USAID ("Designated Subrecipient") until advised by USAID that: (i) any United States Government review of the Designated Subrecipient and its key individuals has been completed; (ii) any related certifications have been obtained; and (iii) the assistance to the Designated Subrecipient has been approved. Designation means that the subrecipient has been unilaterally selected by USAID as the subrecipient. USAID approval of a subrecipient, selected by another party, or joint selection by USAID and another party is not designation.

2) The recipient shall insert the following clause, or its substance, in its agreement with the Designated Subrecipient:

"The recipient reserves the right to terminate this [Agreement/Contract] or take other appropriate measures if the [Subrecipient] or a key individual of the [Subrecipient] is found to have been convicted of a narcotic offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140."

[END OF PROVISION]

20. INVESTMENT PROMOTION (NOVEMBER 2003)

a. Except as specifically set forth in this award or otherwise authorized by USAID in writing, no funds or other support provided hereunder may be used for any activity that involves investment promotion in a foreign country.

b. In the event the recipient is requested or wishes to provide assistance in the above area or requires clarification from USAID as to whether the activity would be consistent with the limitation set forth above, the recipient must notify the Agreement Officer and provide a detailed description of the proposed activity. The recipient must not proceed with the activity until advised by USAID that it may do so.

c. The recipient must ensure that its employees and sub-recipients and contractors providing investment promotion services hereunder are made aware of the restrictions set forth in this clause and must include this clause in all contracts and other sub-agreements entered into hereunder.

[END OF PROVISION]

21. REPORTING OF FOREIGN TAXES (MARCH 2006)

- a. The recipient must annually submit a report by April 16 of the next year.
- b. Contents of Report. The report must contain:
 - (i) Contractor/recipient name.
 - (ii) Contact name with phone, fax and email.
 - (iii) Agreement number(s).
 - (iv) Amount of foreign taxes assessed by a foreign government [each foreign government must be listed separately] on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year.
 - (v) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance is to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if an assistance program for Lesotho involves the purchase of commodities in South Africa using foreign assistance funds, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa).
 - (vi) Any reimbursements received by the Recipient during the period in (iv) regardless of when the foreign tax was assessed and any reimbursements on the taxes reported in (iv) received through March 31.
 - (vii) Reports are required even if the recipient did not pay any taxes during the report period.
 - (viii) Cumulative reports may be provided if the recipient is implementing more than one program in a foreign country.
- c. Definitions. For purposes of this clause:
 - (i) "Agreement" includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements.
 - (ii) "Commodity" means any material, article, supply, goods, or equipment.
 - (iii) "Foreign government" includes any foreign governmental entity.
 - (iv) "Foreign taxes" means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.
- d. Where. Submit the reports to: Financial Office, USAID/Guatemala, c.c. AOTR
- e. Subagreements. The recipient must include this reporting requirement in all applicable subcontracts, subgrants and other subagreements.
- f. For further information see <http://www.state.gov/m/rm/c10443.htm>.

[END OF PROVISION]

22. FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (JANUARY 2002)

Funds in this agreement may not be used to finance the travel, per diem, hotel expenses, meals, conference fees or other conference costs for any member of a foreign government's delegation to an international conference sponsored by a public international organization, except as provided in ADS Mandatory Reference "Guidance on Funding Foreign Government Delegations to International Conferences or as approved by the Agreement Officer.

[END OF PROVISION]

23. ASSISTANCE PROVISIONS – NON-GOVERNMENTAL ORGANIZATIONS (NGOs) AND NON-EXEMPT PUBLIC INTERNATIONAL ORGANIZATIONS (PIOs)

A.1. ORGANIZATIONS ELIGIBLE FOR ASSISTANCE (JUNE 2005)

An organization that is otherwise eligible to receive funds under this agreement to prevent, treat, or monitor HIV/AIDS shall not be required to endorse or utilize a multisectoral approach to combating HIV/AIDS, or to endorse, utilize, or participate in a prevention method or treatment program to which the organization has a religious or moral objection.

[END OF PROVISION]

A.2. CONDOMS (JUNE 2005)

Information provided about the use of condoms as part of projects or activities that are funded under this agreement shall be medically accurate and shall include the public health benefits and failure rates of such use and shall be consistent with USAID's fact sheet entitled, "USAID: HIV/STI Prevention and Condoms. This fact sheet may be accessed at:

http://www.usaid.gov/our_work/global_health/aids/TechAreas/prevention/condom_factsheet.html

[END OF PROVISION]

A.3. PROHIBITION ON THE PROMOTION OR ADVOCACY OF THE LEGALIZATION OR PRACTICE OF PROSTITUTION OR SEX TRAFFICKING (ASSISTANCE – APRIL 2010)

A. Assistance Provisions – Non-Governmental Organizations (NGOs) and Non-Exempt Public International Organizations (PIOs)¹

"PROHIBITION ON THE PROMOTION OR ADVOCACY OF THE LEGALIZATION OR PRACTICE OF PROSTITUTION OR SEX TRAFFICKING (ASSISTANCE) (APRIL 2010)

(a) The U.S. Government is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. None of the funds made available under this agreement may be used to promote or advocate the legalization or practice of prostitution or

¹ The list of statutorily exempt PIOs is included below under "13. Assistance Provision – The Global Fund to Fight AIDS, Tuberculosis and Malaria, the World Health Organization, the International AIDS Vaccine Initiative, and any United Nations agency".

sex trafficking. Nothing in the preceding sentence shall be construed to preclude the provision to individuals of palliative care, treatment, or postexposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and, when proven effective, microbicides.

(b)(1) Except as provided in (b)(2) and (b)(3), by accepting this award or any subaward, a nongovernmental organization or public international organization awardee/subawardee agrees that it is opposed to the practices of prostitution and sex trafficking because of the psychological and physical risks they pose for women, men, and children.²

(b)(2) The following organizations are exempt from (b)(1): the Global Fund to Fight AIDS, Tuberculosis and Malaria; the World Health Organization; the International AIDS Vaccine Initiative; and any United Nations agency.

(b)(3) Contractors and subcontractors are exempt from (b)(1) if the contract or subcontract is for commercial items and services as defined in FAR 2.101, such as pharmaceuticals, medical supplies, logistics support, data management, and freight forwarding.

(b)(4) Notwithstanding section (b)(3), not exempt from (b)(1) are recipients, subrecipients, contractors, and subcontractors that implement HIV/AIDS programs under this assistance award, any subaward, or procurement contract or subcontract by:

- (i) providing supplies or services directly to the final populations receiving such supplies or services in host countries;
- (ii) providing technical assistance and training directly to host country individuals or entities on the provision of supplies or services to the final populations receiving such supplies and services; or
- (iii) providing the types of services listed in FAR 37.203(b)(1)-(6) that involve giving advice about substantive policies of a recipient, giving advice regarding the activities referenced in (i) and (ii), or making decisions or functioning in a recipient's chain of command (e.g., providing managerial or supervisory services approving financial transactions, personnel actions).

(c) The following definitions apply for purposes of this provision:

² The following footnote should only be included in awards to Alliance for Open Society International (AOSI), Pathfinder, or a member of the Global Health Council (GHC) or InterAction (with the exception of DKT International, Inc.):

“Any enforcement of this clause is subject to Alliance for Open Society International v. USAID, 05 Civ. 8209 (S.D.N.Y., orders filed on June 29, 2006 and August 8, 2008) (orders granting preliminary injunction) for the term of the Orders.” The lists of members of GHC and InterAction can be found at:

http://www.usaid.gov/business/business_opportunities/cib/pdf/GlobalHealthMemberlist.pdf

“Commercial sex act” means any sex act on account of which anything of value is given to or received by any person.

“Prostitution” means procuring or providing any commercial sex act and the practice of prostitution” has the same meaning.

“Sex trafficking” means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act. 22 U.S.C. 7102(9).

(d) The recipient shall insert this provision, which is a standard provision, in all subawards, procurement contracts or subcontracts.

(e) This provision includes express terms and conditions of the award and any violation of it shall be grounds for unilateral termination of the award by USAID prior to the end of its term.

(End of Provision)

24. ASSISTANCE PROVISIONS – THE GLOBAL FUND TO FIGHT AIDS, TUBERCULOSIS AND MALARIA, THE WORLD HEALTH ORGANIZATION, THE INTERNATIONAL AIDS VACCINE INITIATIVE, AND ANY UNITED NATIONS AGENCY

A.1. ORGANIZATIONS ELIGIBLE FOR ASSISTANCE (JUNE 2005)

An organization that is otherwise eligible to receive funds under this agreement to prevent, treat, or monitor HIV/AIDS shall not be required to endorse or utilize a multisectoral approach to combating HIV/AIDS, or to endorse, utilize, or participate in a prevention method or treatment program to which the organization has a religious or moral objection.

[END OF PROVISION]

A.2. CONDOMS (JUNE 2005)

Information provided about the use of condoms as part of projects or activities that are funded under this agreement shall be medically accurate and shall include the public health benefits and failure rates of such use and shall be consistent with USAID’s fact sheet entitled, “USAID: HIV/STI Prevention and Condoms. This fact sheet may be accessed at:

http://www.usaid.gov/our_work/global_health/aids/TechAreas/prevention/condomfactsheet.html

[END OF PROVISION]

A.3 Prohibition on the Promotion or Advocacy of the Legalization or Practice of Prostitution or Sex Trafficking (Assistance – the Global Fund to Fight AIDS, Tuberculosis and Malaria, the World Health Organization, the International AIDS Vaccine Initiative and any United Nations agency) (April 2010)

PROHIBITION ON THE PROMOTION OR ADVOCACY OF THE LEGALIZATION OR PRACTICE OF PROSTITUTION OR SEX TRAFFICKING (ASSISTANCE – THE GLOBAL FUND TO FIGHT AIDS, TUBERCULOSIS AND MALARIA, THE WORLD HEALTH ORGANIZATION, THE INTERNATIONAL AIDS VACCINE INITIATIVE, AND ANY UNITED NATIONS AGENCY) (APRIL 2010)

(a) The U.S. Government is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. None of the funds made available under this agreement may be used to promote or advocate the legalization or practice of prostitution or sex trafficking. Nothing in the preceding sentence shall be construed to preclude the provision to individuals of palliative care, treatment, or postexposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and, when proven effective, microbicides.

(b) The following definitions apply for purposes of this provision:

“Commercial sex act” means any sex act on account of which anything of value is given to or received by any person.

“Prostitution” means procuring or providing any commercial sex act and the “practice of prostitution” has the same meaning.

“Sex trafficking” means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act. 22 U.S.C. 7102(9).

(c) The recipient shall insert this provision, which is a standard provision, in all subawards.

(d) This provision includes express terms and conditions of the award and any violation of it shall be grounds for unilateral termination of the award by USAID prior to the end of its term.

(End of Provision)”

25. USAID DISABILITY POLICY - ASSISTANCE (DECEMBER 2004)

a. The objectives of the USAID Disability Policy are (1) to enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies, activity designs and implementation; (2) to increase awareness of issues of people with disabilities both within USAID programs and in host countries; (3) to engage other U.S. government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; and (4) to support international advocacy for people with disabilities. The full text of the policy paper can be found at the following website:

http://pdf.dec.org/pdf_docs/PDABQ631.pdf.

b. USAID therefore requires that the recipient not discriminate against people with disabilities in the implementation of USAID funded programs and that it make every effort to comply with the objectives of the USAID Disability Policy in performing the program under this grant or cooperative agreement. To that end and to the extent it can accomplish this goal within the scope of the program objectives, the recipient should demonstrate a comprehensive and consistent approach for including men, women and children with disabilities.

[END OF PROVISION]

26. STANDARDS FOR ACCESSIBILITY FOR THE DISABLED IN USAID ASSISTANCE AWARDS INVOLVING CONSTRUCTION (SEPTEMBER 2004)

One of the objectives of the USAID Disability Policy is to engage other U.S. government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities. As part of this policy USAID has established standards for any new or renovation construction project funded by USAID to allow access by people with disabilities (PWDs). The full text of the policy paper can be found at the following website: http://pdf.dec.org/pdf_docs/PDABQ631.pdf.

b. USAID requires the recipient to comply with standards of accessibility for people with disabilities in all structures, buildings or facilities resulting from new or renovation construction or alterations of an existing structure.

c. The recipient will comply with the host country or regional standards for accessibility in construction when such standards result in at least substantially equivalent accessibility and usability as the standard provided in the Americans with Disabilities Act (ADA) of 1990 and the Architectural Barriers Act (ABA) Accessibility Guidelines of July 2004. Where there are no host country or regional standards for universal access or where the host country or regional standards fail to meet the ADA/ABA threshold, the standard prescribed in the ADA and the ABA will be used.

d. New Construction. All new construction will comply with the above standards for accessibility.

e. Alterations. Changes to an existing structure that affect, or could affect, the usability of the structure will comply with the above standards for accessibility unless the recipient obtains the Agreement Officer's advance approval that compliance is technically infeasible or constitutes an undue burden or both. Compliance is technically infeasible where structural conditions would require removing or altering a load-bearing member that is an essential part of the structural frame or because other existing physical or site constraints prohibit modification or addition of elements, spaces, or features that are in full and strict compliance with the minimum requirements of the standard. Compliance is an undue burden where it entails either a significant difficulty or expense or both.

f. Exceptions. The following construction related activities are excepted from the requirements of paragraphs (a) through (d) above:

(1) Normal maintenance, re-roofing, painting or wallpapering, or changes to mechanical or electrical systems are not alterations and the above standards do not apply unless they affect the accessibility of the building or facility; and
(2) emergency construction (which may entail the provision of plastic sheeting or tents, minor repair and upgrading of existing structures, rebuilding of part of existing structures, or provision of temporary structures) intended to be temporary in nature. A portion of emergency construction assistance may be provided to people with disabilities as part of the process of identifying disaster- and crisis-affected people as "most vulnerable."

[END OF PROVISION]